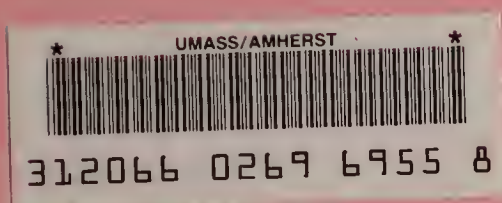


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COMMONWEALTH OF MASSACHUSETTS

and the

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

(LOCALS RI-283, RI-290, RI-291, AND RI-292)

AGREEMENT

JULY 1, 1990 - JUNE 30, 1993

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## PREAMBLE

This collective bargaining Agreement entered this 1st day of July, 1990 by the Commonwealth of Massachusetts acting through the Commissioner of Administration and his Division of Employee Relations, hereinafter referred to as the "Employer" or the Commonwealth"; and by the National Association of Government Employees, Locals RI-283, RI-290, RI-291, RI-292, hereinafter referred to as the "Union"; and has as its purpose the promotion of harmonious relations between the Union and the Employer.

To this end the parties recognize the importance of dealing with one another with mutual respect and dignity.



ARTICLE I  
RECOGNITION

Section 1

The Commonwealth recognizes the Union as the exclusive collective bargaining representative of employees of the Commonwealth in job titles in Unit 1, as certified by the Labor Relations Commission in its Certification of Representation dated September 15, 1980 (case no. SCR-2147), and such additional titles as have been or may be certified by the Labor Relations Commission. A current list of Unit 1 Titles is attached hereto as Appendix B.

It is understood that the Division of Employee Relations ("OER") has been designated by the Commissioner of Administration to represent the Commonwealth in collective bargaining and that all collective bargaining on behalf of the Commonwealth shall be conducted solely by the Division of Employee Relations.

As used in this contract the term "employee" or "employees" shall:

A. include full-time and regular part-time persons employed by the Commonwealth in job titles in the bargaining unit included in Section 1.1 above, including Federally Funded employees, and seasonal employees whose employment is for a period of ninety consecutive days or more.

B. Exclusion

- (1) all managerial and confidential employees;
- (2) all employees employed in short term jobs established by special federal or state programs such as summer jobs for underprivileged youths; and

(3) all intermittent employees (as defined by DPA regulations).

(4) all persons paid through an "03" or "07" subsidiary account.

C. A full-time employee is defined as an employee who normally works a full workweek and whose employment is expected to continue for twelve months or more, or an employee who normally works a full workweek and has been employed for twelve consecutive months or more.

A regular part-time employee is defined as an employee who is expected to work fifty percent or more of the hours in a work week of a regular full-time employee in the same title.

D. No employee participating in an authorized job sharing program shall be considered to be excluded from the coverage of this Agreement solely because of the fact that the employee may work on a less than half time basis. All benefits for such employees shall be prorated.

E. Intermittent Employee

An employee who works less than a total of 50% of the regular workweek authorized for the full-time position regardless of how his/her tour of duty is assigned or who works a total of 50% or more of the regular work-week authorized for this full-time position but who is not committed to an assigned tour of duty and whose hours are not regulated on a fixed basis by the Appointing Authority, and the time served is at the convenience of the employee.

## ARTICLE 2

### RULES AND REGULATIONS

The Rules and Regulations governing Vacation Leave, Sick Leave, Travel, Overtime, Military Leave, Court Leave, Other Leave, Charges and State Personnel, Accident Prevention, as authorized by Section 28 of Chapter 7 of the General Laws ("Red Book") and those Rules and Regulations governing Classifications, Salaries, Allocations, Individual Reallocations, Salary Increments as authorized by Section 45 (5) and Section 53 of Chapter 30 of the General Laws ("Grey Book") shall not apply to employees covered by this Agreement.

## ARTICLE 3

### UNION SECURITY

#### Section 1

The Union shall have the exclusive right to the checkoff and transmittal of Union dues on behalf of each employee.

#### Section 2

An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the employer, and shall bear the signature of the employee. An employee may withdraw his/her Union dues check-off authorization by giving at least sixty days notice in writing to his/her department head who shall forward to the treasurer of the Union; a copy of any such withdrawal notice upon receipt of said notice. Any authorization for deduction of Union Dues shall remain valid for so long as the

employee remains employed in the unit. An authorization card will be re-activated when an employee is returned to the unit through Article 18, recall.

### Section 3

An employee may consent in writing to the authorization of the deduction of an agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the Employer, and shall bear the signature of the employee. An employee may withdraw his/her agency fee authorization by giving at least sixty days notice in writing to his/her department head who shall forward to the treasurer of the Union, a copy of any such notice upon receipt of said notice. Any authorization for deduction of agency fee shall remain valid for so long as the employee remains employed in the unit. An authorization card will be re-activated when an employee is returned to the unit through Article 18, recall.

### Section 4

The Employer shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with departmental policy as of July 1, 1976 to the Treasurer of the Union together with a list of employees whose dues or agency fees are transmitted provided that the State Treasurer is satisfied by such evidence that he may require that the Treasurer of the Union has given to the Union a bond, in a form approved by the Commissioner of the Department of Revenue, for the faithful performance of his/her duties, in a sum and with such surety or securities as are satisfactory to the State Treasurer.

## Section 5

A. An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days notice in writing to his/her department head who shall forward to the treasurer of the Union, a copy of any such notice upon receipt of said notice.

B. The employer shall deduct such political education fund fee from the pay of the employees who request such deduction and shall transmit deductions to the treasurer of the Union together with a list of employees whose political education fund fees are transmitted provided that the Union is in conformity with the requirements of Section 4, of this Article 5.

## ARTICLE 4

### AGENCY FEE

## Section 1

Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty days following the commencement of his/her employment or the effective date of the Agreement, whichever is later, a service fee to the Union in an amount that is proportionately commensurate with the cost of collective

bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Union.

#### Section 2

This article shall not become operative until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in the bargaining unit voting.

#### Section 3

The Union shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the agency fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation the Employer shall have no obligation to defend the termination.

#### Section 4

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement.

In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required service fee after having sufficient time to do so.

## ARTICLE 5

### UNION BUSINESS

#### Section 1      Union Representation

Union staff representatives shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the Employer with a list of staff representatives and their areas of jurisdiction.

#### Section 2      Grievance Processing

Union stewards or officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Requests for such time off shall be made in advance and shall not be unreasonably denied.

The Union will furnish the Employer with a list of Union stewards and their jurisdictions. The Union shall delineate the jurisdiction of Union stewards so that no steward need travel between work locations or sub-divisions thereof while investigating grievances. Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave.

#### Section 3      Paid Union Leave of Absence

A. Leave of Absence without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend N.A.G.E. conventions and conventions of the

State AFL-CIO and parent organizations. Persons designated as alternate delegates shall not be granted paid leaves of absence to attend such conventions. Such paid leave shall not exceed a total of 175 days per year.

Time off without loss of wages, benefits, or other privileges may be granted to Union negotiating committee members for attendance at negotiating sessions.

Time off without loss of wages, benefits, or other privileges may be granted to representatives and officers of the Union to attend joint labor/management meetings.

All leave granted under this section shall require prior approval of OER.

#### Section 4      Unpaid Union Leave of Absence

A. Upon request by the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one year and may be extended for one or more additional periods of one year or less at the request of the Union. Approved requests will be granted by the department/agency head not to exceed one per each 2,000 employees in the bargaining unit provided no adverse effect on the operations of the department/agency results.

Leave of absence without loss of benefits or other privileges (not including wages) to attend meetings, conventions, and executive board meetings of the local, city, state, regional, and parent organizations may be granted to Union officers, stewards, and elected delegates of the Union.

Representatives and officers of the Union may be granted leaves of absence without loss of benefits or other privileges

(not including wages) to attend hearings before the Legislature and State agencies concerning matters of importance to the Union.

Witnesses called by the union to testify at a step III hearing or in an arbitration proceeding (step IV) may be granted time off without loss of benefits or other privileges (not including wages).

All leaves granted under this section shall require prior approval of OER.

#### Section 5      Union Use of Premises

The Union shall be permitted to use facilities of the Employer for the transaction of Union business during working hours, which have been used in the past for such purposes, and to have reasonable use of the Employer's facilities during off duty hours for Union meetings subject to appropriate compensation if required by law.

This section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours, not granted elsewhere in the contract.

#### Section 6      Bulletin Boards

The Union may post notices on bulletin boards or on an adequate part thereof in places and locations where notices usually are posted by the Employer for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the

Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof. The Union shall be granted reasonable access to any locked bulletin boards set aside in whole or part for Union use.

Section 7      Employer Provision of Information

The Employer shall be required to provide the Union with the following information:

- A. Every three months a list of all new employees, date of employment, and classification.
- B. Every six months a list of all employees who have been terminated.
- C. Every six months a list of all employees who have been transferred.
- D. Every six months a list of all employees who have changed their classification including both titles and the effective date.
- E. A list of all employees who withdraw checkoff authorizations under Article 3, Sections 2 and 3 within two months of such withdrawal.
- F. A list of employees in each department/agency by title listed within each title in order of date of employment. Such lists shall be updated each six months.

Where the Employer has been providing the above information to the Union at more frequent time intervals, the information shall continue to be furnished at such intervals.

On or after September 30, 1986, representatives of all interested parties shall meet to discuss the revision and updating of the retrieval of information to coordinate with current computer capabilities.

#### Section 8      Orientation

Where the department/agency provides an orientation program for new employees, one-half hour shall be allotted to the Union and to the new employees during which time a Union representative may discuss the Union with the employees.

### ARTICLE 6

#### ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

##### Section 1

The employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, marital status, political affiliation, mental or physical handicap, or union activity.

##### Section 2

The Union and the Employer agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, age, sex, marital status, political affiliation, national origin, or mental or physical handicap, specific, positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or

termination, rate of compensation and in-service or apprenticeship training programs. Therefore the parties acknowledge the need for positive and aggressive affirmative action.

### Section 3

The State-wide Labor/Management Committee established pursuant to ARTICLE 26 shall give priority to the area of affirmative action. The Committee shall review affirmative action programs and shall devote its best efforts to alleviating any obstacles that are found to exist to the implementation of the policy and commitments contained in the Governor's Executive Order No. 116 dated May 1, 1975 or as subsequently amended. The Committee will also consider recommending a policy concerning discrimination on the basis of sexual preference.

### Section 4

The provisions contained in Article 14 and Article 18 shall not be construed to impede the implementation of affirmative action programs developed by department/agencies in accordance with goals set forth in this article where such plans show underutilization in the relevant job category. The Union shall be provided by each agency with a copy of the most recent affirmative action plan.

### Section 5

A. As expressed in the Governor's Executive Order #240, The Employer and the Union agree that no person shall be subjected to sexual harassment by the Employer and that the Employer shall not knowingly permit such harassment by other employees. Sexual harassment is considered a form of sex

discrimination. Unwelcome sexual advances, requests for sexual favors, and other deliverate or repeated unsolicited verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. such conduct has the purpose or effect of unreasonable interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

B. A grievance alleging a violation of Section 5 of this Agreement shall be filed initially at step II of the grievance procedure within twenty-one (21) days from the alleged act or occurrence or within twenty-one (21) days after completion of the agency or department proceedings. As a condition precedent to submitting a grievance alleging a violation of Section 5 of this Article, pursuant to Article 23A - grievance procedure, the Union and the employee involved shall sign and give to the Employer, on a form prepared by the Employer, a statement that this method of grievance resolution shall be the exclusive procedure for resolving any such grievance for a claim of sexual harassment and that the grievant has not appealed to any other forum, including any other administrative or adjudicatory forum.

Such grievance will be filed only after efforts have been exhausted to resolve the problem through internal mechanisms within the agency/department.

## ARTICLE 7

### WORK WEEK AND WORK SCHEDULES

#### Section 1      Scheduled hours, workweek, workday

A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-seven and one-half hours per week excluding duty free meal period or forty hours per week excluding duty free meal periods, as has been established for that job title at the particular job location. Any employee whose regular workweek has averaged more than forty hours excluding duty free meal periods in the past shall have a forty hour workweek.

B The work schedule, both starting times and quitting times of employees shall be posted on a bulletin board at each work location or otherwise made available to employees and Union stewards.

C. When the employer desires to change the shift or day off of an employee, the employer shall, whenever practicable, give the affected employee ten (10) days written notice.

D. To the extent practicable, the normal work week shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive 2 consecutive

days off in each seven day period. The parties shall establish a joint Union/Management Committee in each department/agency to study those situations where such work schedules do not now prevail in an attempt to determine the practicability of establishing a regular work schedule for employees which might consist of five consecutive workdays followed by two consecutive days off. This subsection shall not apply to employees in authorized flexible hours programs.

E. The parties acknowledge the benefit of establishing alternative work schedules, including but not limited to flexible hours, staggered hours, part-time and job sharing where such programs contribute to the efficient delivery of state services. The Labor Management Committee established pursuant to Article 26, of this Agreement shall meet to determine the feasibility of establishing such options where they do not currently exist, to monitor existing programs, and to recommend changes where appropriate.

## Section 2      Overtime

A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty hours per week.

B. An employee whose regular workweek is less than forty hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty hours per week that is in excess of his/her regular workweek.

C. An employee shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of eight hours in his/her

regular workday except that an employee whose regular workday is more than eight hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime performed in excess of his/her regular workday. The Employer shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her normally scheduled workday. This paragraph shall not apply to employees who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the Employer to participate in an approved voluntary flexible hours program that has been duly authorized by the appointing authority and by the Director of the Office of Employee Relations.

D. All time for which an employee is on full pay status such as sick leave, vacation, holidays, paid education leave, and paid union leave shall be considered time worked for the purpose of calculating overtime compensation.

E. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.

F. Upon the request of an employee, an Appointing Authority may grant at its discretion compensatory time in lieu of payment for overtime at a rate not less than one and a half hours for each hour of employment for which overtime compensation would be required under this Article. Such compensatory time shall not be accumulated in excess of ninety (90) hours.

An Appointing Authority shall permit the use of compensatory time within a reasonable time from the employee's request, provided the use of compensatory time does not unduly disrupt the operation of a department or agency.

Upon termination an employee shall be paid for all unused compensatory time at the final regular rate of pay. The Employer shall make every effort to send out checks for overtime no later than the second payroll period following the payroll period of the overtime worked.

G. Overtime shall be distributed as equitably and impartially as practicable among persons in each work location who ordinarily perform such related work in the normal course of their workweek. Department Heads and the Union shall work out procedures for implementing this policy of distributing overtime work.

H. The provision of this Section shall not apply to employees on full travel status, (except to the extent required by law).

### Section 3      Regular Meal Periods

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the department/agency and the needs of the employee.

### Section 4      Rest Periods

Employees may be granted a rest period of up to fifteen (15) minutes per workday. Where there has been the past practice in an agency/department to provide (2) two fifteen (15) minute rest periods per day, there shall be no change in practice.

## Section 5

### Call Back Pay

An employee who has left his/her place of employment after completing work on his/her regular shift is called back to work prior to the commencement of his/her scheduled shift shall receive a minimum of four hours pay at his/her regular hourly overtime rate. This section shall not apply to an employee who is called in to start his/her shift early and who continues to work that shift.

An employee who is called back to work as outlined above but is not called back to a work place shall receive a minimum of two hours pay at his/her regular overtime rate. For the purpose of this Section, a "work place" is defined as any place other than the employee's home to which he/she is required to report to fulfill the assignment.

## Section 6

### Stand-by Duty

A. An employee who is required by the Department Head to leave instructions as to where he/she may be reached in order to report to work when necessary shall be reimbursed at a rate not to exceed ten (10) dollars for such stand-by period.

B. The stand-by period shall be fifteen hours in duration for any night stand-by duty, and shall be nine hours in duration for any day stand-by duty.

C. Stand-by duty shall mean that a department head has ordered any employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to stand-by duty is not available to report to duty when called, no stand-by pay shall be paid to the employee for the period.

D. When the practice has been for the Employer to provide the employee on stand-by with a beeper, this practice shall continue.

Section 7      Shift Differential

A. Employees of the Commonwealth rendering service on a second or third shift as hereinafter defined shall receive a shift differential of .50 cents per hour for each hour worked. Effective December 30, 1990, the shift differential shall be .65 cents per hour. Effective December 29, 1991, the shift differential shall be .85 cents per hour, Effective January 3, 1993, the shift differential shall be 1.00 per hour.

B. For the purpose of this section only, a second shift shall be one that commences at 1:00 P.M. or after and ends not later than 2:00 A.M. and a third shift shall be one that commences at 9:00 P.M. or after and ends not later than 9:00 A.M.

C. The above hourly shift differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a second or third shift. Eligible employees who are required to work a second or third shift or any portion thereof on an overtime basis, replacing a worker who normally works such second or third shift, will receive an hourly differential pursuant to paragraph A of this section.

D. For employees who are required to work a second or third shift as governed by paragraph C of this section, overtime shall be compensated at the rate of time and one half of the regular salary rate plus the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift.

Section 8      Weekend Differential

A.    Effective December 30, 1990 employees rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of .50 cents per hour for each hour worked.

B.    For the purpose of this section only, a weekend shift shall be one that commences at 9:00 p.m., or after on Friday and ends not later than 9:00 a.m. on Monday.

ARTICLE 8

LEAVE

Section 1      Sick Leave

A.    A full-time employee shall accumulate sick leave with pay credits at the rate of one and one quarter work days for each full calendar month of employment. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.

B.    A regular part-time employee shall be granted sick leave credits in the same proportion that his/her part-time service bears to full-time service.

C.    Sick leave shall be granted, at the discretion of the Appointing Authority , to an employee only under the following conditions:

1.    When an employee cannot perform his/her duties because he or she is incapacitated by personal illness, injury;
2.    When the spouse, child or parent of either employee or his/her spouse or a relative living in the immediate household of an employee, is

seriously ill, the employee may utilize sick leave credits up to a maximum of ten days per calendar year; and

3. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.

D. A full-time employee shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay for a total of more than one day.

E. Upon return to work following a sick leave in excess of five consecutive work days, an employee may be required to undergo a medical examination to determine his/her fitness for work. The employee, if he/she so desires, may be represented by a physician of his/her choice.

F. Sick leave must be charged against unused sick leave credits in units of one half hour or full hours, but in no event may the sick leave credits used be less than the actual time off.

G. Any employee having no sick leave credits, who is absent due to illness, may be placed at the discretion of the Appointing Authority on vacation leave or leave without pay. Such leave shall be charged on the same basis as provided in subsection (F).

H. An employee who is reinstated or reemployed after an absence of less than three years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or reemployed after a period of three years or more shall receive prior sick leave

credits, if approved by the Personnel Administrator, where such absence was caused by:

- (1) Illness of said employee;
- (2) Dismissal through no fault or delinquency attributable solely to said employee; or
- (3) Injury while in the employment of the Commonwealth in the line of duty, and for which said employee would be entitled to receive Workerman's Compensation benefits.

I. A regular part-time employee shall not accrue sick leave credit for any month in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one day of service of a full-time employee.

J. Notification of absences under this Article must be given to the designated representative of the Appointing Authority as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Appointing Authority, be applied to absence without pay.

K. Where the Appointing Authority has reason to believe that sick leave is being abused, the Appointing Authority may require the submission of satisfactory medical evidence. Failure to produce such evidence within seven days of its request may result, at the discretion of the Appointing Authority, in denial of sick leave for the period of absence.

L. No employee shall be entitled to a leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee.

M. Employees whose service with the Commonwealth is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty (20%) percent of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefit.

N. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

O. An employee who while in the performance of his/her duty receives bodily injuries resulting from acts of violence of patients or prisoners in his/her custody, and who as a result of such injury would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days duration.

P. The Employer and the Union agree that there is a need to reduce the unnecessary use of sick leave. Both parties agree to work jointly to address the problem and attempt to alleviate it.

Q. A Labor/Management Committee shall be established to study the causes of sick leave abuses and shall make recommendations concerning improvement thereof. Said committee shall consist of up to four (4) representatives designated by

the Employer and up to four (4) representaives designated by the Union.

R. The parties recognize that any unnecessary delay by agencies in processing Industrial Accident paperwork is a problem of mutual concern. The parties therefore agree to establish a sub-committee to study the manner in which the various departments and agencies process their paperwork associated with the processing and disposition of Industrial Accident claims. Said sub-committee shall make such recommendations to expedite such claims as it shall seem appropriate.

Section 2      Paid Personal Leave

A. On each July 1, full-time employees on the payroll as of that date will be credited annually with three paid personal leave days which may be taken during the following twelve months at a time or times requested by the employee and approved by his/her Appointing Authority . Full-time employees hired or promoted into the bargaining unit after July 1 of each year will be credited with personal leave days in accordance with the following schedule:

Date of Hire or Promotion Into Unit/Personal Leave Days Credited

|                         |                   |
|-------------------------|-------------------|
| July 1 - September 30   | 3 paid leave days |
| October 1 - December 31 | 2 paid leave days |
| January 1 - March 31    | 1 paid leave day  |
| April 1 - June 30       | 0 paid leave days |

Any paid personal leave not taken by any June 30 will be forfeited by the employee. Personal leave days for regular part-time employee will be granted on a pro-rata basis.

Personal leave may be available in units of two hours and may be used in conjunction with vacation leave.

B. Nothing in this section shall be construed as giving more than three (3) days personal leave in a given fiscal year. Any employee who has used one or more days leave while employed in state service shall have such time deducted from the formula contained herein.

### Section 3      Bereavement Leave

Upon evidence satisfactory to the Appointing Authority of the death of a spouse, child, parent, brother, sister, grandparent, grandchild, or parent of spouse, or person living in household, an employee shall be entitled to leave without loss of pay for a maximum of four calendar days. Leave shall not exceed a period of four (4) consecutive calendar days either commencing with the date of death or ending with the date of the funeral at the option of the employee.

### Section 4      Voting Leave

An employee whose hours of work preclude him/her from voting in a town, city, state, or national election shall upon application be granted a voting leave with pay, not to exceed two hours, for the sole purpose of voting in the election.

### Section 5      Civic Duty Leave

A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the employees.

B. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate of service, shall either:

(1) Retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved.

(2) Remit to the Appointing Authority the jury fees if less than his/her regular rate of compensation for the period involved.

C. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court not including the expenses reimbursed for travel, meals, rooms, or incidentals.

D. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the Federal Government shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

E. All fees for court service except jury duty fees paid for service rendered during office hours must be paid to the Commonwealth.

Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.

F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty

station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not effect any employment rights of the individual.

G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation.

#### Section 6      Military Leave

A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Sections 38, 40, 41, 42, or 60 of C.33 of the General Laws, to receive pay therefor, without loss of his/her ordinary remuneration as an employee.

B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefor, without loss of his ordinary remuneration as an employee under Section 59 of C.33 General Laws as amended.

C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does

serve or was or shall be rejected for such service shall except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two years from the termination of said military or naval service by him/her.

Section 7      Maternity, and Adoptive Leave

A.    A full-time or part-time employee who has completed her/his probationary period, or if there is no such probationary period, has been employed for at least three consecutive months, who is absent from her/his employment with the Commonwealth for a period not exceeding eight weeks for the purpose of giving birth or adopting a child and who has given notice of her/his intention to return, shall be granted a maternity or adoptive leave without pay if the employee's request for such leave is made to the appointing authority at least two weeks in advance of the anticipated date of departure.

        If an employee has accrued sick leave, personal leave, or vacation credits at the commencement of her/his maternity or adoptive leave, the employee may use such leave credits for which s/he may be eligible under the sick leave, personal leave, or vacation provisions of this Agreement. The Appointing Authority may, in his/her discretion, assign an employee to backfill for an employee who is on maternity or adoptive leave. Such assignment may not be subject to the grievance procedure.

B.    At the expiration of the maternity or adoptive leave, the employee will be restored to her/his previous position or

similar position with the same status, pay, and length of service credit as of the date of her/his leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department. If such leave is to exceed eight (8) weeks, such extension must be substantiated by a Doctor's Certificate, or must be taken in accordance with the personal or vacation leave provisions.

C. Notwithstanding any other provision of this Agreement to the contrary, the maternity or adoptive leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which s/he was eligible at the time of her/his leave. The period of any unpaid maternity or adoptive leave shall not be included in any computation of such benefits, rights, or advantages.

D. An employee on maternity or adoptive leave may have her/his group health insurance benefits continued for the period of time the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium s/he would have paid had such leave not been taken.

## Section 8      Family Leave

A. Upon written application to the Appointing Authority, including a statement of any reasons, any employee who has completed his/her probationary period, or if there is no probationary period who has been employed at least three (3) consecutive months who has given at least two (2) weeks prior

notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted Family Leave for a period not exceeding ten (10) weeks. Such leave shall be without pay or benefits for such period. The Appointing Authority may, in his/her discretion, assign an employee to back fill for an employee who is on Family Leave. Such assignment may not be subject to the grievance procedure. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangements for care of, the employee's spouse, parent, grandparent, grandchild, brother or sister living in the same household, or child, whether or not the child (or children) is the natural, adoptive, foster, stepchild or child under legal guardianship of the employee.

B. Ten (10) days of family leave may be taken in not less than one-day increments. However, such leave requires the prior approval of the appointing authority or his/her designee.

C. If an employee has accrued sick leave, personal leave, or vacation leave credits at the commencement of her/his family leave, that employee may use such leave credits for which s/he may be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement.

D. Between periods of family leave, where an employee returns to the payroll for a period of less than two weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

E. An employee who requests and is granted Family Leave for the purpose of caring for the employee's minor dependent

child under three years of age, may have her/his group health insurance benefits continued for the period of time the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium s/he would have paid had such leave not been taken.

#### Section 9      Education Leave

A. Employees may be granted a paid leave of absence in accordance with the policies of the Employer for educational leave purposes, to attend cconferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill of professional ability. The employee shall not suffer any loss of seniority or benefits as a result of such leave

#### Section 10

For the purposes of ARTICLE 8 LEAVE, ARTICLE 9 VACATIONS, and ARTICLE 10 HOLIDAYS, the term "day" in respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one-half or eight hour workday shall mean seven and one-half or eight hours, whichever is appropriate, and for the purpose of ARTICLE 9 VACATIONS, the term "week" with respect to such employees shall mean thirty-seven and one-half or forty hours, whichever is appropriate.

### ARTICLE 9

### VACATIONS

#### Section 1

The vacation year shall be the period from July 1st to June 30th, inclusive.

## Section 2

A. Vacation leave with pay shall be credited to full-time employees employed by the Commonwealth on the last day of each full month worked based on work performed during that month as follows:

| <u>Length of continuous full-time</u><br><u>"creditable service"</u>   | <u>Vacation Credit</u><br><u>Accrued</u> |
|------------------------------------------------------------------------|------------------------------------------|
| Less than four and one half years.                                     | 5/6 days                                 |
| Four and one-half years, but less than<br>nine and one-half years.     | 1 1/4 days                               |
| Nine and one-half years, but less than<br>nineteen and one-half years. | 1 2/3 days                               |
| Nineteen and one-half years or more.                                   | 2 1/12 days                              |

The monthly accrual of vacation shall begin as soon as is administratively feasible.

B. For determining vacation status under this Article, "creditable service" only shall be used.

All service beginning on the first working day in the state agency where rendered, and all service thereafter becomes "creditable service" provided there has not been any break of three years or more in such service as referred to in Section 12 of this Article.

## Section 3

A full-time employee on leave without pay and/or absent without pay for twenty or more cumulative days in any vacation year shall have his/her vacation leave earned that year reduced by the percent determined by dividing the days without pay by the scheduled work days in the vacation year. In addition, any such leave or absence without pay for twenty or more cumulative days in any vacation year shall result in the permanent loss of

one year of continuous service for the purpose of vacation credit, unless such leave or absence is attributable to one of the following reasons:

- serious illness requiring hospitalization for all or a portion of the period of absence
- industrial accident
- maternity/adoptive leave
- family leave
- military leave
- educational leave
- civic duty leave,

in which case "continuous service" for purposes of vacation credit shall not be affected.

#### Section 4

Vacation leave earned during any vacation year in which an employee achieves the next higher vacation accrual status shall be credited at the rate at which the employee began the current vacation year. Adjustments necessary to reflect the higher vacation accrual status shall be credited on the last day of the vacation year.

#### Section 5

A regular part-time employee shall be granted vacation leave in the same proportion that his/her part-time service bears to full-time service.

#### Section 6

A regular part-time employee who is absent without pay and/or on leave without pay for that number of hours that his/her service bears to twenty days of service of a full-time

employee shall have his/her vacation leave earned that year reduced by the percent determined by dividing the hours without pay by the total number of scheduled hours of work in his/her vacation year. In addition, any such leave or absence without pay for twenty or more cumulative days in any vacation year shall result in the permanent loss of one year of continuous service for the purpose of vacation credit unless such leave or absence is attributable to one of the following reasons:

- Serious illness requiring hospitalization for all or a portion of the period of absence
- industrial accident
- maternity/adoptive leave
- family leave
- military leave
- educational leave
- civic duty leave,

in which case "continuous service" for purpose of vacation credit shall not be affected.

#### Section 7

An employee who is reinstated or reemployed after less than three years shall have his/her prior service included in determining his/her continuous service for vacation purposes.

#### Section 8

The Appointing Authority shall grant vacation leave in the vacation year in which it becomes available, unless in his/her opinion it is impossible or impracticable to do so because of work schedules or emergencies. In cases where the vacation requests by employees in the same title conflict, preference,

subject to the operational needs of the department/agency, shall be given to employees on the basis of years of employment with the Commonwealth.

Unused vacation leave earned during the previous two (2) vacation years can be carried over on July 1 for use during the following vacation year. Annual earned vacation leave credit not used by June 30 of the second year it was earned will be forfeited.

The department head is charged with the responsibility of seeing that vacation is taken in order that the employee does not lose vacation credits. Each employee shall receive annually on or before April 1, as of March 1, a preliminary statement of the available vacation credits from the local office. A central office statement shall be forth coming to each work location by April 30 for dissemination to each employee.

The parties recognize the need to ensure the granting of personal leave, vacation, holiday and compensatory time when it is requested and as it becomes available. Towards this end the department heads and union representatives at each work location shall work out procedures for implementing this policy of granting time off.

#### Section 9

Absences on account of sickness in excess of the authorized sick leave provided in the Agreement (or for personal reasons not provided for under said sick leave provisions), may be charged to vacation leave upon request of the employee and subsequent approval by the appointing authority.

#### Section 10

Charges to vacation leave credit may be allowed in units of one half days. At least one day of vacation leave per year may be taken in increments of two hours.

#### Section 11

Employees who are eligible for vacation under this Article whose services are terminated shall be paid an amount equal to the vacation leave which has been credited but not used by the employee up to the time of separation, provided that no monetary or other allowance has already been made therefore.

Upon the death of an employee who is eligible for vacation credit under this Agreement, the Personnel Administrator may, upon request of the appointing authority of the deceased person, authorize the payment of such compensation in the following order of precedence:

First: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the employee under the state employees' retirement system, and

Second: If there be no such designated beneficiary to the estate of the deceased.

#### Section 12

Employees who are reinstated or who are reemployed shall be entitled to their vacation status at the termination of their previous service and allowed such proportion of their vacation under Section 2 of this Article. No credit for previous service may be allowed where reinstatement occurs after absence of three years unless approval of the Personnel Administrator is secured for any of the following reasons:

- A. Illness of the employee
- B. Dismissal through no fault or delinquency attributable solely to the employee.
- C. Injury while in the service of the Commonwealth in line of his/her duties and for which the employee would be entitled to receive Workmen's Compensation benefits.

#### Section 13

Vacation credits shall accrue to an employee while on a leave with pay status or on industrial accident leave.

#### Section 14

Vacation leave earned following a return to duty after leave without pay or absence without pay shall not be applied against such leave or absence.

#### Section 15

If an employee is on industrial accident leave and has available vacation credits which have not been used and who, because of the provision of Section 8 of this Article would lose such vacation credits, the appointing authority of such employee shall convert such vacation credits to sick leave credits on June 30th of the year in which such vacation credits would be lost if not taken.

#### Section 16

The vacation provisions of this Article shall not apply to teachers or supervisors employed at any school in any department of the Commonwealth whose weeks of service and basis of payment of salary are regulated by Section 31 of Chapter 29 of the General Laws.

## Section 17

Non-teaching employees in any school within any department of the Commonwealth, whose regular service is rendered between September first and June thirtieth, may be granted the vacation leave to which he/she is entitled either during the period of his/her regular service, or after the expiration thereof, as is determined by the appointing authority of such employees. Such employees shall be credited with ten twelfths of vacation allowance per school year if otherwise eligible.

## ARTICLE 10

### HOLIDAYS

#### Section 1

The following days shall be holidays for employees

New Year's Day

Martin Luther King Day

Washington's Birthday

\*Evacuation Day

Patriot's Day

Memorial Day

\*Bunker Hill Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

\*Only in Suffolk County

## Section 2

All holidays shall be observed on the Commonwealth's legal holiday unless an alternative day is designated by the Employer.

## Section 3

When a holiday occurs on the regular scheduled workday of a full-time employee, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay for such holiday.

## Section 4

When a holiday occurs on a day that is not an employee's regular workday, he/she, at the option of the Employer shall receive pay for one day at his/her regular rate or one compensatory day off with pay within sixty days following the holiday to be taken at a time approved by the agency head.

## Section 5

An employee required to work on a holiday shall receive a compensatory day off with pay within sixty days following the holiday to be taken at a time approved by the agency head or if a compensatory day cannot be granted by the agency/department because of a shortage of personnel or other reasons, then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for the holiday worked.

## Section 6

A part-time employee shall earn pay for a holiday or compensatory time in the same proportion that his/her part-time service bears to full-time service.

A part-time employee who is scheduled but not required to work on a holiday, who receives less holiday credit than the

number of hours he/she is regularly scheduled to work, may use the available leave time, or upon the request of the employee and approval by the appointing authority, subject to operational needs, may make up the difference in hours that same workweek. The scheduling of these hours will be at a time requested by the employee and approved by the appointing authority, subject to operational needs.

#### Section 7

An employee who is on leave without pay or absent without pay for that part of his/her scheduled workday immediately preceding or immediately following a holiday that occurs on a regularly scheduled workday for which the employee is not required to work shall not receive holiday pay for that holiday.

The above procedure may be waived by the employer if an employee is tardy due to severe weather conditions or if an employee is tardy for not more than two (2) hours due to events beyond the control of the employee. Denial of said waiver by the employee may be appealed up to Step III of the grievance procedure if the Union feels that said denial was arbitrary or capricious.

#### Section 8

An employee who is granted sick leave for a holiday or part of a holiday on which s/he is scheduled to work shall not receive holiday pay or a compensatory day off for that portion of the holiday not worked.

#### Section 9

An employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to

work on such holiday shall be entitled to a day off with pay, within sixty days following the holiday, to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the agency/department because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for work on the Suffolk County Holiday.

Additionally, an employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual work-week is five or more days, shall be entitled to a day off with pay, within sixty days following the holiday, to be taken at a time approved by the agency head, or if a compensatory day cannot be granted by the agency/department because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one day at his/her regular rate of pay.

#### Section 10

Effective December 30, 1990, employees of the Commonwealth rendering service on New Year's Day, Independence Day, Labor Day Thanksgiving Day, or Christmas Day shall receive a holiday differential of .35 per hour for each hour worked.

Effective December 29, 1991, the holiday differential shall be .50 per hour for each hour worked.

Effective January 3, 1993, the holiday differential shall be .65 per hour for each hour worked.

## ARTICLE 11

### EMPLOYEE EXPENSES

#### Section 1

A. Effective December 30, 1990 when an employee is authorized to use his/her personal automobile for travel related to his/her employment he/she shall be reimbursed at the rate of twenty-four (24) cents per mile. This rate of reimbursement is intended to cover the costs of garages, parking, tolls, and other charges. Such mileage is to be calculated per actual mileage traveled by the most reasonable route.

B. An employee who travels from his/her home to a temporary assignment rather than to his/her regular assigned office, shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment or between his/her regularly assigned office and his/her temporary assignment, whichever is less.

C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With the approval of the Personnel Administrator an employee's home may be designated as his/her regular office by his/her appointing authority, for the purposes of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

#### Section 2

A. Effective December 30, 1990 an employee who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four hours shall be reimbursed for reasonable charges for lodging including reasonable tips and for meal expenses, including tips, not to exceed the following amounts:

| <u>Meals</u> | <u>Maximum Allowance</u> | <u>Applicable Period</u> |
|--------------|--------------------------|--------------------------|
| Breakfast    | \$ 3.75                  | 3:01 to 9:00 A.M.        |
| Lunch        | \$ 6.50                  | 9:01 to 3:00 P.M.        |
| Supper       | \$10.00                  | 3:01 to 9:00 P.M.        |

B. On the first day of assignment to duty in excess of twenty-four (24) hours employees shall not be reimbursed for breakfast if such assignment commences after six (6:00) a.m., for lunch if such assignment ends before noon (12:00) p.m., or for supper if such assignment ends before ten (10:00) p.m.

C. On the last day of assignment to duty in excess of twenty-four hours, employees shall not be reimbursed for breakfast if such assignment ends before six a.m. for lunch if such an assignment ends before noon or for supper if such assignment ends before six p.m.

D. For travel of less than twenty-four (24) hours commencing two (2) hours or more before compensated time, employees shall be entitled to the above breakfast allowance. For travel of less than twenty-four (24) hours ending two (2) hours or more after compensated time, employees shall be entitled to the above supper allowance. Employees are not entitled to the above lunch allowance for travel of less than twenty-four (24) hours.

### Section 3

Effective December 30, 1990, employees who work three or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment or employees who work (3) or more hours, exclusive of meal times, on a day other than their regular work day, shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the

following amounts and in accordance with the following time periods:

|                       |                        |        |
|-----------------------|------------------------|--------|
| <u>Breakfast</u>      | 3:01 a.m. to 9:00 a.m. | \$3.00 |
| <u>Lunch</u>          | 9:01 a.m. to 3:00 p.m. | \$4.75 |
| <u>Dinner</u>         | 3:01 p.m. to 9:00 p.m. | \$7.50 |
| <u>Midnight-Snack</u> | 9:01 p.m. to 3:00 a.m. | \$3.00 |

## ARTICLE 12

### SALARY RATES

#### Section 1

The following shall apply to full time employees:

A. For the period January 13, 1991 through June 29, 1991:

1. In job grades twelve and below there shall be a fourteen (14) dollar per week increase in salary not to be included in the rate.
2. In Job grades thirteen and above there shall be a three (3) percent increase in salary rates.

B. Effective June 30, 1991 there shall be a three (3) percent increase in salary rate for employees. Those employees in job grades twelve and below shall have their base rate, for purposes of this and any future increases, computed as if they had received a 3% increase instead of a fourteen dollar increase on January 13, 1991.

C. Effective December 29, 1991 there shall be a two (2) percent increase in salary rate for employees.

D. Effective June 28, 1992 there shall be a three (3) percent increase in salary rate for employees.

E. Effective January 3, 1993 there shall be a two (2) percent increase in salary rate for employees.

F. For the period July 1, 1990 through January 12, 1991 the salary schedule appearing in Appendix A (1) of the Collective Bargaining Agreement between the parties for the term April 1, 1986 to March 31, 1989 (and as subsequently extended per Agreement of the Parties) shall continue in effect. Said salary schedule is reproduced in Appendix A (1) of this Agreement. Subsequent salary schedules, Appendices A (2), A (3), A (4), A (5) and A (6) shall take effect on the dates outlined in Paragraphs A, B, C, D and E above and shall include the general wage increases outlined therein.

### Section 2

The salary rate for employees hired, reinstated or reemployed on or after July 1, 1986 shall be step 1 for the job group of his/her position except in cases where a new employee is hired by a department/agency at a salary rate, approved by the Director of the Office of Employee Relations, above step 1.

### Section 3

Under the terms of this Agreement, an employee shall advance to the next higher salary step in his/her job group until the maximum salary rate is reached, unless he/she is denied such step rate by his/her appointing authority. An employee shall progress from one step to the next higher step after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date.

In the event an employee is denied a step rate increase by his/her appointing authority, he/she shall be given a written statement of reasons therefore not later than five (5) days

preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.

#### Section 4

Whenever an employee receives a promotion to a higher job group, the employee's new salary rate shall be calculated as follows:

- A. determine the employee's salary rate at his/her current job group;
- B. add to this figure the "promotion factor" of the higher job group (the one to which he/she is being promoted);
- C. compare the resultant sum to the rates for the higher job group into which the employee is being promoted;
- D. the employee's salary rate shall be the first rate in the higher job group which at least equals the resultant sum.

#### Section 5

A. Salary rates of full time employees are set forth in Appendices A (1) to A (3) of this Agreement which are attached hereto and are hereby made a part of this Agreement.

B. The salary rates set forth in said appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Agreement.

C. Employees shall be compensated on the basis of the salary rate for their official job classification.

#### Section 6

A regular part-time employee shall be entitled to the provisions of this Article in the proportion that his/her service bears to full-time service.

Section 7

A. An employee entering a position within a bargaining unit covered by this Agreement from a position in an equivalent salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step-in-grade up to the maximum of the grade, which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit.

B. An employee entering a position within a bargaining unit covered by this Agreement from a position in a salary grade which is the equivalent of a lower grade in a bargaining unit not covered by this Agreement, shall be placed at a step-in-grade in accordance with the provisions of Section 4 of this Article.

C. An employee entering a position within a bargaining unit covered by this Agreement from a position in a salary grade which is the equivalent of a higher grade in a bargaining unit not covered by this Agreement shall be placed at a step-in-grade within his/her new job grade based upon the employee's creditable years of service in the equivalent of the new job grade or higher job grade, provided that in no event shall the employee be placed in a step-in-grade which results in the employee receiving a salary rate equal to or greater than the average salary received by the employee for the preceding six (6) months.

ARTICLE 13

GROUP HEALTH INSURANCE CONTRIBUTIONS

Section 1.

The Commonwealth shall pay ninety (90) percent of the monthly premium rate for the Group Health Insurance Plan and each employee covered shall pay ten (10) percent of this premium rate for the type of coverage that is provided for him/her and his/her dependents under the Plan.

Section 2.

The Employer and the Union recognize that the escalating cost of group health insurance is a matter of mutual concern.

Therefore, the parties agree to establish a joint labor-management Committee on Health Care Cost Containment comprised of four representatives designated by the Employer and four representatives designated by the National President. Said Committee shall meet within thirty (30) days of the signing of this Agreement and no less than twice per month. The Committee on Health Care Cost Containment shall consider such issues as it deems appropriate for the purpose of reducing the rate of increase of the cost of group health insurance. The Committee shall also explore the feasibility and advisability of alternative approaches to the provision and administration of group health insurance.

A report of the Committee's findings, together with any proposed legislation, shall be filed with the Secretary of Administration and Finance with a copy to Executive Director of the Group Insurance Commission no later than one year from the signing of this Agreement.

### Section 3

The parties agree to explore the feasibility of implementing pre-tax treatment of employee Group Health Insurance contributions.

## ARTICLE 13A

### HEALTH AND WELFARE

#### Section 1      Creation of Trust Agreement

The parties agree to establish a Health and Welfare Fund under an Agreement and Declaration of Trust to be drafted by the Employer and executed by the Union and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") shall provide for a Board of Trustees composed of an equal number of representatives of the Employer and the Union, and shall be executed prior to March 1, 1984. The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

#### Section 2      Funding

Effective July 1, 1990, the employer agrees to contribute on behalf of each full-time employee equivalent the sum of six (6) dollars per calendar week.

Effective June 28, 1992, the employer agrees to contribute an additional one dollar and fifty cents (1.50) per calendar week per full-time employee equivalent, for a total of seven dollars and fifty cents (7.50) per week per full-time employee equivalent.

The contributions made by the employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

Section 3      Non-grievable

No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure established in any collective bargaining agreement between the Employer and the Union.

Section 4      Employer's Liability

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with any responsibility connected with the determination of liability to any employee claiming any benefit from the Health and Welfare Fund. The Employer's liability shall be limited to the contributions indicated under Section 2 above.

ARTICLE 13B

TUITION REMISSION

Full-time employees shall be eligible for tuition remission as follows:

A. For enrollment in any state-supported course or program at the undergraduate or graduate level at any community college, state college or state university excluding the M.D. program at the University of Massachusetts Medical School, full tuition remission shall apply;

B. For enrollment in any non-state supported course or program offered through continuing education at any community college, state college or state University, excluding the M.D. program at the University of Massachusetts Medical School. Fifty percent (50%) tuition remission shall apply;

C. Remission benefit is subject to space available and usual and ordinary admission policies. It is also subject to the approval of the Board of Regents of Higher Education and the policies and procedures of same.

D. A committee shall be established to evaluate the experience of this program and to consider possible extension of the program and to make recommendations concerning both.

#### ARTICLE 13C

#### DEPENDENT CARE

##### Section 1

The Employer and the Union acknowledge that dependent care issues are of major concern to both parties. In order to address these issues, there shall be a joint Labor/Management Committee comprised of four (4) members designated by the Employer and four (4) by the Union. The committee shall meet on a monthly basis and shall consider issues relating to dependent care.

## Section 2

The Employer shall continue the voluntary Dependent Care Assistance Plan (DCAP) which complies with the requirement for federal tax deductability.

## ARTICLE 14

### SENIORITY, TRANSFERS, PROMOTIONS, REASSIGNMENTS,

#### Section 1      Seniority

Seniority where used in this Article shall be defined as follows:

- A. For days off and shift assignments, seniority in the job title shall be used.
- B. For promotions, seniority within the department/agency shall be used.
- C. When an employee requests and is granted a transfer from one appointing authority to another appointing authority, said employee will have to wait ninety (90) calendar days before exercising his/her seniority rights as defined in paragraphs (a) and (b).
- D. For the purpose of computing seniority as defined above, when an employee is off the payroll for a period of thirty (30) calendar days or more, except when such absence from the payroll is for Industrial Accident leave, military leave, maternity leave, parental leave, adoptive leave or educational

leave as authorized by the Personnel Administrator, his/her seniority shall be computed from the day he/she returns to the payroll until such time as he/she remains continuously on the payroll for a period equal to the length of his/her absence at which time, he/she may add his/her previous creditable service for consideration under the specific personnel procedure in which seniority is a criterion.

## Section 2

A. Prior to promoting from within, the employer will fill vacancies from volunteers pursuant to the following two paragraphs.

1. Selection between employees seeking a change of shift or days off without change of facility, job title, change of duties, shall be made on the basis of seniority in job title in the work unit.
2. Selection between employees seeking a change in work unit or facility, within the jurisdiction of an appointing authority, but without a change in job title or change of duties, shall be made on the basis of seniority in job title from among those employees:
  - a. considered by the Appointing Authority to be able to adequately perform the duties of the position.
  - b. who have an adequate recent work history in such areas as tardiness, absenteeism and relevant disciplinary actions.

B. Employees seeking a change of position pursuant to the two preceeding paragraphs shall submit a written application

prior to posting. Requests for a change of position shall remain valid until granted or rescinded by the employee in writing. Once granted, employees shall not have the right to withdraw a request for change of position.

C. Nothing in this section shall be interpreted to preclude an employee from requesting and/or an appointing authority from granting any transfer or reassignment not referred to in this section.

### Section 3

A. A promotion shall mean an advancement to a higher salary grade within an employee's department/agency, except where there is more than one appointing authority in the department/agency a promotion shall mean an advancement to a higher salary grade within the jurisdiction of the employee's appointing authority.

B. This Article is applicable to all promotions except those the department can show are reasonably anticipated to be for less than one year and its application in all cases is restricted to employees who possess the educational, training, and/or experience requirements established by the Personnel Administrator for appointment to the relevant position.

C. This Article shall also not apply to positions filled by persons from outside the department/agency or outside the bargaining unit except that all positions to be filled by persons outside the bargaining unit or outside the department/agency or by promotion shall be posted in accordance with this Article. In the event that a person is hired into a bargaining unit position from outside the

department/agency or outside the bargaining unit such action shall be subject to the grievance procedure through step 3 as provided by Article 23 only to the extent that the Union or an employee alleges that the person appointed does not meet the minimum requirements of the vacancy as determined by DPA.

In the event that a Civil Service examination for a position has been administered but scores have not been announced, the appointing authority shall initially restrict eligibility for application for promotion to such position to those employees who have taken the examination. In the event that Civil Service has published an eligible list of those who passed a Civil Service examination for a position but has not certified said list, the appointing authority shall initially restrict eligibility for application for promotion to such position to those who passed said examination.

#### Section 4

A. The following factors in priority shall be used by the Appointing Authority in determining his/her selection for a given promotion:

1. Ability to do the job as determined by but not limited to:

A. Experience and competence (job performance) in the same or related work.

B. Education and training related to vacant position. The employee will be responsible for providing written verification of any education claimed.

2. Seniority as measured by length of service within the appointing authority.

3. Work History, which will include tardiness, absenteeism, and relevant disciplinary actions.

B. For promotions made pursuant to this Article, the appointing authority shall consider applicants and post promotional opportunities in the following sequence:

1. Within the work unit.
2. Within the appointing authority's jurisdiction when there is more than one appointing authority in the department/agency and when there is no qualified applicant under (1).
3. Within the department/agency.

C. Unsuccessful applicants for posted vacancies shall receive a notice of non-selection. Such notice shall be given at the time the vacancy is filled.

D The work unit and/or work units shall be designated by the appointing authority/authorities within each department/agency and will be submitted in writing to the Office of Employee Relations no later than September 1, 1986 for approval.

O.E.R. will present the information to the Article 14 Labor/Management Committee. The Committee may veto any Unit Designations which are found to be so small as to inhibit reasonable advancement of the career ladder.

Once designated, the work unit and/or work units shall not be arbitrarily changed and will only be changed after the appointing authority submits the proposed changes to the Office of Employee Relations for approval. O.E.R. will submit the designated changes to the Article 14 Labor/Management Committee.

In the event that any department/agency fails to submit this information, the work unit shall mean the entire department/agency for promotions only.

#### Section 5

A. Positions to be filled under the provisions of this Article shall be posted throughout the appropriate work unit(s) for ten (10) calendar days. The appointing authority may reasonably determine the positions in which employees must be employed and/or the requisite experience the employees must possess in order to be eligible to apply for a given promotion. The job posting shall include the job title, salary grade, eligibility requirements, work location, shift, days off, and current duties. The Union shall be furnished copies of all such postings.

B. An employee promoted in accordance with this Article whose performance is unsatisfactory may be returned to his/her previous job title under the jurisdiction of the appointing authority. If an employee's performance is determined to be unsatisfactory at any time during a probationary period of six (6) months such determination shall not be subject to the grievance procedure:

C. If the employee so requests within two (2) weeks prior to the end of the third (3rd) month of his/her probationary periods, his/her supervisor shall meet with the employee and a union representative to discuss the employee's performance in the position.

D. At any time prior to the mid-point of the above designated probationary periods, an employee may request to

return to his/her former job title under the jurisdiction of the appointing authority and such request will be granted unless employees with more seniority who were in the former job title have been laid off.

E. In the event an employee is returned to his/her former job title, the employee displaced by such return shall be returned to his/her former job title. Where more than one position in the back filled job title was filled pursuant to this Article, the employee last selected shall be the one displaced.

F. If an employee is returned to his/her former job title pursuant to the provision of paragraph B, said employee will not be eligible for promotion pursuant to this Article for a period of one year.

G. All promotions made pursuant to this Article shall be temporary and provisional appointments at least until the completion of the probationary period. All vacancies resulting from an employee's promotion pursuant to this Article, shall be filled temporarily or provisionally at least until the promoted employee has completed his/her probationary period.

#### Section 6

It is not the intent of this Article to discourage the appointing authority from posting positions which it is not required to post under the provisions of the Article nor to limit the discretion of the appointing authority where such voluntary postings are made.

#### Section 7

The language in the prior 1977-80 Agreement applicable to Unit 1 employees concerning exclusions of certain positions from

the provisions of this Article shall continue in effect pending any agreement on alternative arrangements between the parties.

#### Section 8

Geographical reassignments may be made in accordance with departmental needs. Prior to a reassignment, the appointing authority or his designee shall discuss said reassignment with the affected employee. The appointing authority shall consider hardship as a factor when making reassignments.

### ARTICLE 15

#### CONTRACTING OUT

##### Section 1.

There shall be a Special Labor Management Committee to advise the Secretary of A & F on contracting out of personnel services. The Committee shall consist of four persons designated by the National President of the N.A.G.E. and four persons designated by the Director of OER. Said Committee shall develop and recommend to the Secretary of A & F procedures and criteria governing the purchase of contracted services by the Commonwealth where such services are of a type traditionally performed by bargaining unit employees.

##### Section 2.

In the event that the National Association of Government Employees, desire(s) to discuss the purchase of services which are of the type currently being provided by employees within a department/agency covered by this Agreement, the National President of the National Association of Government Employees shall request in writing a meeting of the Special Labor

Management Committee established in Section 1. The Committee shall examine both cost effectiveness of such contracts and their impact on the career development of NAGE members. In the event that the parties fail to reach an agreement in the Committee, the parties agree to submit the matter to an expedited fact-finding process.

### Section 3.

When a department/agency contracts out work which will result in the layoff of an employee who performs the function that is contracted out, the Union shall be notified and the Employer and the Union shall discuss the availability of similar positions within the department/agency, for which the laid-off employee is determined to be qualified and the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to see matches of worker skills and qualifications with available, comparable positions.

### Section 4.

In the case of 03 contracts with individuals, the Committee shall review them to determine whether the work to be performed is long term in nature, and whether it should more appropriately be performed by regular employees provided nothing in this Article shall limit the authority of the Secretary of A & F to promulgate rules and regulations covering contracting out of services pursuant to Chapter 29, Section 29A.

## ARTICLE 16

### OUT OF TITLE WORK

#### Section 1

While an employee is performing the duties of a position classified in a grade lower than that in which the employee performs his/her duties, he/she shall be compensated at his/her regular rate of pay as if performing his/her regular duties. Such employee will be returned to his/her regular duties at the earliest possible date.

#### Section 2

Any employee who is assigned by his/her supervisor to a vacant position in a higher grade for a period of more than 30 days shall receive the salary rate for the higher position from the first day of assignment, provided such assignment has the prior approval in writing of the Appointing Authority or his/her designee. The approval of the Appointing Authority or his/her designee shall take effect as of the first day of assignment. Any assignment to a vacant position in a higher grade must be in writing to be valid.

This Article shall not authorize the payment of an employee for working in a higher grade unless the procedures of this Article are complied with and shall not apply to working in a higher grade when the holder of the higher grade is absent on vacation leave.

#### Section 3      Overtime Compensation

A. An employee who performs overtime work in a higher classification shall have overtime compensation computed at the first step-rate of the higher classification, unless the

employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation.

B. An employee who performs overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation unless it is higher than the maximum of the grade in which overtime is rendered, in which case he/she shall be paid at the maximum rate for the grade in which service is rendered.

## ARTICLE 17

### CLASSIFICATION AND RE-CLASSIFICATION

#### Section 1      Class Specifications

The Employer shall provide the Union with a copy of the class specification of each title covered by the Agreement for which such a specification exists.

#### Section 2      Employee Access

Each employee in the bargaining unit shall be permitted by the employer to have access to examine his/her class specification.

#### Section 3      Individual Appeal of Classification

Individual employees shall continue to have the same right to appeal the propriety of the classification of his/her position through the Personnel Administrator or the Civil Service System which the individual employee enjoyed on June 30, 1986, and such appeal may not be the subject of a grievance or arbitration under Article 23A herein.

In the event that the Legislature shall abolish an employee's right to appeal an individual classification, the Union and Employer agree to negotiate a substitute method for appealing individual classifications.

## ARTICLE 17A

### CLASS REALLOCATIONS

#### Section 1

Class reallocations may be requested by the N.A.GE. whenever they believe a reallocation is justified by the existence of an inequitable relationship between the positions covered by the reallocation request and other positions covered by this agreement. If the Employer agrees that such an inequity exists, the Employer and the Union agree to jointly petition the General Court for such class reallocation. If, however, the parties are unable to reach agreement the matter shall not be subject to the grievance procedure.

#### Section 2

The Employer and the Union agree that the procedure provided in Section 1 shall be the sole procedure for class reallocation for all classes covered by this Agreement. No other class reallocations shall be granted under any other provisions of this Agreement.

## ARTICLE 18

### RECALL PROCEDURE

#### Section 1      Definitions

A. Seniority as used in this Article shall be defined as service in the department/agency except that any previous break

in employment, and any previous time off the payroll in excess of thirty calendar days, shall be excluded from total seniority. The time off the payroll standard shall not apply to approved maternity, adoptive, military or industrial accident leave.

B. The provisions of the Article shall apply only to non-civil service employees.

## Section 2      Notice to the Union

A. In the event management becomes aware of an impending reduction in work force it will make every effort to notify the Union at least ten (10) calendar days prior to the layoff.

Within five (5) days of notification of the impending lay-off, management shall meet with the Union to discuss the impact of the layoff on the affected employees, including the availability of similar positions within the same department/agency or other departments/agencies within state service and including the availability of any training programs which may be applicable to the employees.

### B.      Notice to Employees

In the event of an actual layoff, management will notify the affected employees in writing not less than five (5) working days in advance of the layoff date and will send a copy of such notice to the Union. Where notices are sent by first class mail, the time shall begin to run on the date of the mailing of the notice.

## Section 3      Layoff

A. In the event the department/agency shall lay off a non-civil service employee because of a reduction in force, the

least senior employee in the title within the region of the department/agency in which the employee works shall be laid off. Regions shall be defined as existing department/agency regional structures. In those agencies that are not organized along regional lines, the agency head shall designate appropriate geographic regions after consultaion with the Union. Within four (4) work days of receipt of a notification of layoff, the employee shall elect to either transfer or bump in accordance with the following sections.

B. Bumping Procedures

Any employee who has been notified that he/she will actually be laid off may file with his/her Appointing Authority, within four (4) working days of receipt of such notice, a written request to be demoted to a bargaining unit position within the jurisdiction of his/her present Appointing Authority in the next lower title or titles for which he/she is determined qualified by the Employer, provided that there is an employee junior to him/her in departmental years of service in such lower title or titles.

Recognizing that the implementation of the above bumping procedures will vary widely from department/agency to department/agency because of different work units, the Employer is willing to establish Labor/Management Committees in each department/agency to discuss the specific bumping mechanism within each Appointing Authority including the number of bumps which are generated by a given layoff, which are applicable to the individual authority's structure.

C. Transfers

1. Within the department/agency the employee who is to be laid off shall have the opportunity to transfer laterally to a fillable, vacant, bargaining unit title, within the jurisdiction of his/her present Appointing Authority, for which he/she is qualified.
2. Between Agencies - the employee who is to be laid off may file a request for transfer to any agency in state service. Upon approval of that agency, such employee may be appointed to any vacancy in the bargaining unit in the same grade and title of any similar title for which he/she might meet the necessary qualifications in the same or lower salary range as the position from which he/she was laid off from.

Section 4      Recall Procedure

A. The department/agency shall maintain a regional recall roster from which laid-off employees will be recalled, to positions to be filled, in accordance with their seniority and in accordance with their qualifications to perform the work.

B. If the title of an employee is abolished as a result of the transfer of the functions to another department/agency, such employee may elect to have his/her name placed on the recall roster or to be transferred, subject to the approval of the Appointing Authority, to a similar position in such department/agency without loss of seniority, retirement or other rights and in accordance with paragraph "A" above.

C. The department/agency shall appoint employees on the recall roster, prior to the appointment of any other applicant, to fillable vacant bargaining Unit 3 positions for which the laid-off employee is determined qualified by the Employer.

D. A laid off employee will remain on the recall roster for two (2) years except an employee who is offered recall to a position in the same job grade as the position from which he/she was laid off, and who refuses such offer shall be removed from the recall list and his/her recall rights shall terminate at that time.

E. Notwithstanding the above, a laid off employee who fails to respond in writing to a notice of recall within seven (7) calendar days of the receipt of such offer or who upon acceptance of the recall offer fails to report to work on the appointed date, shall forfeit any further recall rights.

F. Notices of recall sent by the Appointing Authority to a laid off employee and the employee's notice of acceptance or rejection of said recall offer shall be sent by certified mail, return receipt requested.

#### Section 5

Whereas the parties wish to ensure that the least senior employee is terminated first under the procedures for lay off and recall of non-civil service employees specified in Article 18, it is agreed as follows: the Employer shall appoint to a permanent non-civil service vacancy the temporary employee with the most seniority within the job title within the work unit.

#### Section 6

The parties may, by agreement in writing, alter the

implementation of this Article to meet varying needs of particular departments/agencies.

## ARTICLE 19

### TRAINING AND CAREER LADDERS

#### Section 1      General

The Employer and the Union recognize the importance of training programs, the development of career ladders and of equitable employment opportunity structures and seek here to establish a process for generating such program recommendations and their implementation.

#### Section 2      Committee

A. Toward these ends, the Employer and the Union agree to establish a Statewide Training and Career Ladders Committee consisting of four (4) persons appointed by the Union and four (4) persons appointed by the Employer. Such committee shall function continuously throughout the life of this Agreement.

B. The Training and Career Ladders Committee shall meet at regular intervals but in no event less than once per month at times and places to be agreed upon by the Union and the Employer. The Committee shall be charged with the formulation of training and educational program proposals focusing on the development or improvement of programs:

1. to facilitate individual career development and equitable employment opportunity structures;
2. which may be specifically related to or coordinated by the unit covered by this Contract;
3. which may involve the possible use of external educational resources as well as in-service

personnel in meeting relevant employee and agency training needs.

Programs formulated under this Article shall be implemented during the second and third years of this Agreement.

The Training and Career Ladders Committee shall in addition consider the recommendation of appropriate mechanisms for eliciting and encouraging employee-initiated ideas for relevant training programs.

C. The Statewide Training and Career Ladders Committee shall be responsible for developing and coordinating training programs in department/agencies of the Commonwealth.

The Committee shall identify logical career ladders and determine a) the substance, kind and priority of training and/or retraining programs, b) the location (i.e. on-site, regional, statewide) of such programs, and c) the criteria for selection of applicants, including the weight to be given to seniority.

D. The Statewide Training and Career Ladders Committee shall seek to utilize the knowledge, experience, and resources of independent experts in the development of training/retraining programs pursuant to this Article.

### Section 3      Union Access To Training

All training bulletins pertinent to this Article shall be sent to the Statewide Training and Career Ladders Committee and shall be posted by the Employer in appropriate work locations.

### Section 4      Training Programs for Non-Civil Service and Civil Service Status Employees

Training programs which may be recommended and initiated for job titles, classes, functions and so on which include personnel

in both Civil-Service and non-civil service status shall be available to all such qualified personnel regardless of Civil-Service or non-civil service status.

Section 5      Currently Available Educational Opportunities

Nothing in this Article shall be interpreted to suggest that the Training and Career Ladders Committee may not recommend the continuation or improvement of training and educational opportunities currently available to employees of the Commonwealth.

Section 6      Departmental Training and Career  
Ladders Committee

Within each department/agency there shall be established a Union/Management Training and Career Ladders Committee with the responsibility of reviewing existing training programs and career ladders in that department/agency and developing new training programs and career ladder recommendations for submission to the Statewide Training and Career Ladders Committee.

Section 7

On July 1, 1990 the employer shall provide a fund of \$25 per full time employee equivalent on the payroll as of the signing of the Agreement, and on July 1, 1991 shall add \$25 per full time employee equivalent on the payroll as of the signing of the Agreement to maintain the statewide Training and Career Ladders Program.

## ARTICLE 19A

### Technological Change

#### Section 1      Introduction

The Commonwealth and the Union recognize that automation and technological change are fast becoming an integral part of work in many of the departments/agencies in the state. Both parties are aware of the enormous impact these changes will have and are having on employees and the way in which they perform work. Management and the Union are committed to making this transition to automation in as responsive way as possible to both the human issues and the provision of services to the public.

The Commonwealth and the Union are committed to the concepts that technology was not intended to replace state employees; that the transition be orderly and comfortable to agencies and employees; that the Union provide input in developing implementation, health and safety guidelines; and that adequate and appropriate training be available to employees to provide for job protection and advancement or retraining.

A. The Commonwealth will notify the Union at least forty-five (45) days in advance of any proposed technological change, including the introduction of VDT's in the workplace.

B. Upon request from the Union, the Commonwealth will meet with the Union to negotiate the impact of the proposed changes.

#### Section 2      Joint Committee on Technological Change and

##### Automation

To ensure that the introduction and implementation of technological changes occur in the most effective manner, a Joint Committee, with equal representation from O.E.R. and the Union,

be established. The purpose of the Joint Committee will include:

1. to review the impact of technological changes as soon as possible after the development of the implementation plan
2. to meet and discuss the impact of the implementation plan on such issues as wage and classification changes; career ladder realignment; methods of introduction of new equipment and operating procedures; ergonomic specification; health and safety issues; training and job redesign.
3. to develop and recommend specific training programs and/or procedures regarding use and operation of computer equipment.
4. to review specific problems as they arise.

### Section 3      Ergonomic Guidelines

The State Guidelines on Visual Display Terminals, CRTs and Printers, originally issued in 1984, as periodically amended shall be used as a reference for this Agreement, to be applied where practicable.

The Union will be notified in advance of any proposed changes to these guidelines.

Grievances alleging violation of this section may be grieved through Step III of the Grievance Procedures of Art. 23 sect. 7.

### Section 4      Classification

The parties agree that where jobs are significantly impacted by the introduction of technology/automation, these jobs will be

subject to the appropriate review through the classification appeals process designated in Article 17B of this Agreement. Where possible, new job classifications will be included in the bargaining unit.

Section 5      Health and Safety

A subcommittee of the Joint Committee will be established to review and discuss health and safety guidelines.

A. Pregnant employees who work on VDT systems may request temporary re-assignment within their job description or a comparable position, and be re-assigned within two weeks of notification for the duration of the pregnancy. Such work assignment shall be determined by the Appointing Authority or its designee. This request must be made in writing to the

Appointing Authority with verification from the employee's physician. While in such alternative assignments, the employee will be paid at the employee's current rate of pay.

B. VDT operators shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hours period worked at his/her station, the employee shall be entitled to be away from the screen for a contiguous period of fifteen (15) minutes period may consist of an alternative job assignment or any break or lunch period otherwise authorized by this agreement.

C Agencies will provide safety training on all equipment for all operators. Wherever possible, VDTs will be fitted with proper equipment to prevent possible radiation hazards.

D. Agencies will make every effort to ensure safe equipment through regular monitoring and maintenance of equipment, and will provide necessary materials for routine maintenance by operators.

#### Section 6      Training

The Commonwealth and the Union recognize that the introduction of technological changes will require the need for employees to develop many different or new skills. To ensure that employees are adequately prepared to retain their current positions or to move into newly automated positions, the state is committed to providing training programs in the use of computer equipment as well as generic training for specific programs.

The Statewide Training and Career Ladder Committee will review agency training plans in relation to the introduction of Technological Change, in order to ensure the equitable allocation of training opportunities.

### ARTICLE 20

#### SAFETY AND HEALTH

##### Section 1

The employer shall at all times be concerned with the safety and health of all employees. Therefore, the Employer agrees to provide for all employees adequate, clean well-ventilated, well-lit, safe and sanitary work areas in compliance with applicable Federal and State Laws and Regulations.

##### Section 2

When an employee reports any condition which he/she believes to be injurious to his/her health to the administrative head of

a work location, the administrative head shall correct the situation if within his/her authority, or shall report said complaint to his supervisor for prompt action. If no plan is initiated at that level, a grievance may be submitted at Step II of the grievance procedure. In the event of an emergency the time limitations for appealing from Step II to Step III shall be waived.

### Section 3

A. Within each department/agency, there shall be established a four (4) member labor/management safety committee with two (2) people representing the Union and two (2) people representing Management. The committee shall identify Health and Safety hazards in the workplace and shall recommend changes and update safety procedures as necessary.

B. After receiving approval by the employer, the safety committee shall receive paid release time from regular duties for performance of their duties on the committee. Examples of reasons for such release time are:

1. Scheduled safety committee meetings.
2. Scheduled meetings with management on specific Health and Safety problems.
3. Scheduled Safety Training sessions.

C. Work Safety procedures, if any, appropriate to each work area shall be posted on a bulletin board.

### Section 4

In worksites where employees use video display terminals, the Division of Occupational Hygiene shall inspect the terminals at intervals recommended by DOH and the department shall make any adjustments to terminals found by DOH to be unsafe.

## Section 5

When credible evidence exists (as determined by the appropriate state agency/department) that a patient/client has communicable disease, the Employer will make every reasonable effort to provide all employees coming in contact with that patient/client with appropriate training and advice. If the supervisor or manager is aware of the fact that a patient/client has a communicable disease, the employee dealing with that patient/client shall be made aware of that fact immediately.

## Section 6

Whenever temperature inside any work location is unusually hot or cold, the person in charge of such work location shall immediately contact the person responsible for the building to determine the cause and probable length of time necessary to correct the problem. If the situation persists, the state labor/management committee in Article 26 will convene to address the situation in accordance with applicable A & F bulletins.

## Section 7

The Employer will make every reasonable effort to abate asbestos containing materials as recommended by the Division of Occupational Hygiene. Where such cleanup is not possible the Employer will make every effort to avoid making work assignments which will unduly expose employees to known hazardous materials.

## Section 8

Each agency shall designate a safety officer who will examine fire safety procedures and practices such as the availability of fire extinguishers, signs of egress, and fire drills. The officer shall develop safety procedures such as fire prevention and evacuation.

#### Section 9

The labor/management safety committee shall study the need for eye examination and prescription eye-glasses or medical eye care for continuous VDT users and shall make recommendations to the Employer.

#### Section 10

Grievances involving the interpretations or application of the provisions of this Article may be processed through Step III of the grievance procedure set forth in Article 23 but may not be the subject of arbitration.

### ARTICLE 21

#### EMPLOYEE LIABILITY

Provisions of Chapter 258 shall apply and a joint Labor/Management Committee on employee liability shall be established to prepare recommendations for legislation to the next session of the General Court, concerning the increasing protection of employees against liability arising out of their employment.

## ARTICLE 22

### CREDIT UNION DEDUCTION

The Commonwealth agrees to deduct from the regular salary payments (not a draw) of employees an amount of money, upon receipt of the employee's written authorization for the deduction for the purchase of shares in, making deposits to, or repaying a loan to a credit union organized under appropriate provisions of the Massachusetts General Laws. Any written authorization may be withdrawn by the employee by submitting a written notice of withdrawal to the Commonwealth and the treasurer of the credit union thirty days in advance of the desired cessation of payroll deduction.

## ARTICLE 23 DISCIPLINE, ARBITRATION AND GRIEVANCE PROCEDURE-

### ARBITRATION OF DISCIPLINARY ACTION

#### Section 1

No employee who has been employed in the bargaining unit described in Article 1 of this Agreement for six (6) consecutive months or more, shall be discharged, suspended, or demoted for disciplinary reasons without just cause. An employee who severs his/her employment with the Commonwealth must serve an additional probationary period upon reemployment whether in the same or a different job title. Prior to the discharge of any non-probationary employee, the Commonwealth shall offer the employee an opportunity to meet with a representative of the appointing authority to be advised of the nature of reasons for the contemplated discharge and to respond to such allegations.

## Section 2

In the event that an employee is not given a departmental hearing prior to the imposition of discipline or discharge, then a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to his/her agency head within eight (8) working days of the date such action was taken. The grievance shall be treated as a Step II grievance and the Grievance Procedure, as contained in this Article, shall apply.

## Section 3

In the event that an employee is given a departmental hearing prior to the imposition of discipline or discharge, a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to OER within eight (8) working days of the date such action was taken.

The grievance shall be treated as a Step III grievance and the Grievance Procedure, as contained in this Article, shall apply.

## Section 4

As a condition precedent to submitting a grievance alleging a violation of Section 1, pursuant to the Grievance Procedure, the Union and the employee involved shall sign and give to the Employer, on a form prepared by the Employer, a waiver of any and all rights to appeal the disciplinary action to any other forum including the Civil Service Commission. The waiver shall include a declaration that no other disciplinary review has been commenced.

## Section 5

Should the Union submit a grievance alleging a violation of Section 1 to arbitration pursuant to Section 7 the arbitration shall be conducted on an expedited basis.

An employee and/or the Union shall not have the right to grieve, pursuant to Articles 23, disciplinary action taken as a result of the employee engaging in a strike, work stoppage, slowdown, or withholding of services unless the Union alleges that the employee did not engage in such conduct. Once arbitration has been requested by the union a hearing shall be held no later than six (6) months from such request. If a hearing is not held within the twelve (12) month period, due to inaction of the union, the grievance is thereby withdrawn with prejudice but without precedence. This section affects cases which were filed after the effective date of this Agreement.

## Section 6      Grievance Procedure

The term "grievance" shall mean any dispute concerning the application or interpretation of the terms of this collective bargaining agreement.

## Section 7

The grievance procedure shall be as follows:

Step I - An employee and/or the Union shall submit a grievance in writing to the person designated by the agency head for such purpose not later than twenty-one (21) calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the

occurrence. The person so designated by the agency head shall reply in writing by the end of ten (10) work days following the date of submission, or if a meeting is held to review the grievance by the end of twenty-one (21) calendar days following the date of the submission..

Step II - In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step I, the appeal shall be presented in writing to the person designated by the agency head for such purpose within ten (10) calendar days of the receipt of the Step I decision. The agency head or his designee shall meet with the employee and/or the Union for review of the grievance and shall issue a written decision to the employee and/or the Union within thirty (30) calendar days following the day the grievance is filed.

Step III- In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step II, the appeal must be presented to OER within ten (10) calendar days of the receipt of the unsatisfactory decision, and notice shall be given to the agency involved. OER shall issue a written reply by the end of the twenty-one (21) calendar days following the day on which the appeal was filed or if a conference is held by the end of the fourteen (14) calendar days following the close of the conference; Every effort will be made to hold such

conference within fourteen (14) calendar days following the filing of the appeal.

Step IV - Grievances unresolved at Step III may be brought to arbitration solely by the Union by filing with the Director of OER within thirty (30) calendar days of the receipt of the Step III decision a completed Request for Arbitration form simultaneous notice shall be given to the agency involved.

#### Section 8

The parties will attempt to agree on an Arbitrator on a case-by-case basis. Failing such agreement within ten (10) calendar days of OER's receipt of the Request for Arbitration. The Union may file said Request for Arbitration with the American Arbitration Association under its Voluntary Labor Arbitration Rules.

#### Section 9

The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding in accordance with Massachusetts General Laws, Chapter 150C.

#### Section 10

All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding shall be divided equally between the Union and OER. Each party shall bear the cost of preparing and presenting its own case except in the case of an untimely cancellation by either of the parties, then such expense shall be borne solely by the party at fault.

#### Section 11

If a decision satisfactory to the Union at any level of the grievance procedure other than Step IV is not implemented within a reasonable time, the Union may reinstitute the original grievance at the next step of the grievance procedure. A resolution of a grievance at either Step I or II shall not constitute a precedent.

#### Section 12

If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step IV. However, no deadline shall be binding on the grievant and/or the Union until a required response is given.

#### Section 13

Any step or steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing.

#### Section 14

Each department/agency head, shall designate a person(s) to whom grievances may be submitted at Step I and/or Step II.

#### Section 15

The Union Steward at Step I and the National Representative at Step II shall be notified of grievances filed by an employee on his own behalf and shall have the opportunity to be present at grievance meetings between the employee and the Employer held in accordance with the grievance procedure. Improperly placed in

such employee's personnel records, such inaccurate evaluation, material, or portion thereof, shall be removed from the file, together with any of the employee's statement or statements thereto.

ARTICLE 24 PERSONNEL RECORDS  
AND PERFORMANCE EVALULATION

Section 1

A. Each employee shall have the right, upon request, to examine and copy any and all material, including any and all evaluations, contained in any personnel records concerning such employee. The Union shall have access to an employee's records upon written authorization by the employee involved.

B. Whenever any material, including evaluations, is inserted into the personnel file or records of an employee, such employee shall be promptly notified and given a copy of such material.

C.1. The Union or any employee may challenge the accuracy or propriety of such material and/or evaluations by filing a written statement of the challenge in the personnel file.

2. The Union or any employee may file a grievance based on a performance evaluation or on any material either of which results in a negative action. Upon a determination at any step of the grievance procedure that such performance evaluation, any other material, or portion thereof, is either inaccurate or improperly placed in such employee's personnel records, such

inaccurate evaluation, material, or portion thereof, shall be removed from the file, together with any of the employee's statement or statements thereto.

3. Notwithstanding the provisions of paragraph C.2. above, an employee may file a grievance challenging any written memorandum which reprimands the employee for prior conduct or omissions and which warns the employee that further transgressions may result in suspension, demotion or discharge. Said memoranda will be found to violate this Agreement only if they are arbitrary, discriminatory or if they contain factual allegations which are clearly erroneous. Said grievances shall be grievable to Step II.

## Section 2      Performance Evaluation

A. In accordance with the provisions of Chapter 767 of the Acts of 1981, there shall be established a Performance Evaluation System for all employees covered by this Agreement.

B. Said system shall permit variations in format within and between various departments and agencies. However, any format must meet the following criteria (subject to formal promulgation under G.L. c. 31, sections 4 and 6A):

1. All employee evaluations shall be in writing and shall be included in the employee's official personnel file.
2. Evaluations shall be completed by the employee's immediate supervisor and be approved by a

supervisor of a higher grade designated by the Appointing Authority (except in cases of potential conflict of interest or other legitimate reasoning).

3. Formal evaluations shall be completed at least once per year for each employee but not more than twice per year.
4. Prior to each evaluation period the supervisor shall meet with the employee and shall inform the employee of the general performance dimensions and procedures to be utilized in evaluating the employee's performance.
5. The performance dimensions shall be as objective and job-related as practicable.
6. At least once during the evaluation period, at or near its mid-point, the employee's supervisor shall meet with the employee to review the employee's progress.
7. At or near the end of the evaluation period, the supervisor shall meet with the employee and inform the employee of the results of the evaluation. The employee shall sign the evaluation and indicate whether s/he agrees or disagrees with the content thereof.
8. Following the employee's review and signature, the form shall be submitted to the higher level supervisor for final determination of ratings. The employee shall be given a copy of the

completed form and shall have the right to file a written rebuttal which shall be affixed to the form.

C. On or before July 1, 1986, each department/agency which elects not to utilize one of the preapproved forms shall develop and submit to the Agency Labor/Management Committee established in Section 3 herein its proposed format and plan for evaluation for discussion and review. No later than August 15, 1986, each agency shall submit its revised proposal to the N.A.G.E., the Personnel Administrator and the Director of the Office of Employee Relations pursuant to the contractual, regulatory and statutory criteria established for such systems.

Those persons or their designees shall meet and shall approve, disapprove or revise and approve the proposal. Said decision shall be final and binding.

D. There shall be established within each agency a labor/management committee consisting of not more than four (4) representatives of each party which shall meet at reasonable times to discuss any problems or issues surrounding the implementation of the Performance Evaluation System.

E. Any employee who as a result of an evaluation pursuant to this Agreement receives an overall rating of unsatisfactory shall have the right to grieve said rating through Step II of the grievance procedure.

In the event that the employee is not satisfied with the grievance response, the employee may file, through the N.A.G.E., within fourteen (14) days with the Office of Employee Relations a request for review of the Step II determination.

Said review shall be conducted by a tripartite panel consisting of one (1) person designated by the N.A.G.E., one (1) person designated by the Director of the Office of Employee Relations and one (1) person designated by the Chairman of the Board of Conciliation and Arbitration.

The standards of review to be applied by the panel shall be whether the evaluation rating is arbitrary, discriminatory or whether it is clearly erroneous. The decision of the tripartite panel shall be final and binding.

F. Nothing in this Agreement shall be construed as limiting in any way any other appeal rights provided by law, except that the appeal procedures provided in this Agreement shall not be available to any employee who elects to appeal his/her evaluation rating under the provisions of G.L. c. 31, section 6C.

### Section 3      Labor/Management Committee

The parties agree to establish a Labor Management Committee on Personnel Records consisting of four (4) representatives selected by the N.A.G.E. and four (4) representatives selected by O.E.R. The Committee shall meet bimonthly and shall review and make recommendations concerning the Commonwealth's policies and practices regarding the review and maintenance of Personnel Records.

The Committee shall also discuss problems involving the Performance Evaluation System which are unrelated to the Department/Agency Labor Management Committees established above.

Section 4.      The parties agree that there is no outstanding liability for monies not previously disbursed for insurance or merit recognition bonuses under any prior agreement.

## ARTICLE 25

### MANAGERIAL RIGHTS/PRODUCTIVITY

#### Section 1

Except as otherwise limited by an express provision of this Agreement, the Employer shall have the right to exercise complete control and discretion over its organization and technology including but not limited to the determination of the standards of services to be provided and standards of productivity and performance of its employees; establish and/or revise personnel evaluation programs; the determination of the methods, means and personnel by which its operations are to be conducted; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

#### Section 2

Delivery of services to the public in the most efficient, effective, and productive manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

#### Section 3

It is acknowledged that during the negotiations, which resulted in this Agreement, the Union had the unlimited right

and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement and its Appendices shall constitute the total agreement between the parties and the Union agrees that the Employer shall not be obligated to any additional collective bargaining.

#### Section 4

Any prior agreement covering employees in this bargaining unit shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

### ARTICLE 26

#### STATEWIDE LABOR/MANAGEMENT COMMITTEE

##### Section 1

In order to provide a means for continuing communications between the parties and for promoting a climate of constructive employee relations, a State-wide Labor/Management Committee, shall be established which shall consist of up to four representatives designated by the Employer and up to four representatives designated by the Union.

##### Section 2

The Committee shall meet at least twice each year. Such meeting shall not be for the purpose of discussing pending grievances or for the purpose of conducting negotiations on any subject. The topics discussed shall relate to the general application of the Agreement and to other matters of mutual concern including improvement of Employer/employee relations and improvement of productivity.

### Section 3

There shall be a special labor management committee on alternative work schedules consisting of four (4) members designated by the Office of Employee Relations and four (4) members designated by the N.A.G.E., which shall consider proposals regarding the feasibility of establishing alternative work schedules, including but not limited to such issues as flexible hours, staggered hours, part-time and job sharing.

## ARTICLE 26A

### EMPLOYEE PARTICIPATION PROGRAM

#### Section 1      General

The employer and the Union recognize that the employees who perform the work are one of the most valuable sources of information concerning the methods and means of improving the delivery of services to the public. Therefore, the parties agree to establish an employee participation program which shall be under the direction and control of the Special Labor/Management Committee set out in Section 2.

#### Section 2      Committees

A. The employer and the Union agree to establish a Special Statewide Labor/Management Committee, consisting of four (4) representatives appointed by the N.A.G.E., and four (4) representatives appointed by the Director of the Office of Employee Relations. The Committee shall develop and implement policies and procedures for agency programs. Such Committee shall function continuously throughout the life of this Agreement.

B. There shall be Labor/Management Sub-Committees established within each Department/Agency consisting of six (6) members, three (3) representing the Union and three (3) representing Management. It shall be the responsibility of these Sub-Committees to promote ways and means of improving the "Quality of Work Life" within the work place. Any procedures or changes in conditions promulgated by the Sub-Committee shall be approved by the State-wide Labor/Management Committee before they become operative.

## ARTICLE 27

### NO STRIKES

#### Section 1

Neither the Union nor any employee shall engage in, induce, support, encourage or condone a strike, work stoppage, slowdown, or withholding of services by employees.

#### Section 2

The Union shall exert its best efforts to prevent any violation of Section 1 of this Article, and if such action does occur, to exert its best efforts to terminate it.

## ARTICLE 28

### SAVING CLAUSE

In the event that any Article, Section or portion of this Agreement is found to be invalid or shall have the effect of loss to the Commonwealth of funds made available through federal law, rule or regulation, then such specific Article, Section or portion shall be amended to the extent necessary to conform with

such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect. Disputes arising under this Article shall be discussed with the Division of Employee Relations and may be submitted by the Union to expedited arbitration.

## ARTICLE 29

### DURATION

This Agreement shall be for the three year period from July 1, 1990 to June 30, 1993 and terms contained herein shall become effective on July 1, 1990 unless otherwise specified in this Agreement. Should a successor Agreement not be executed by July 1, 1993, this Agreement shall remain in full force and effect until a successor agreement is executed. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after April 1, 1993.

## ARTICLE 30

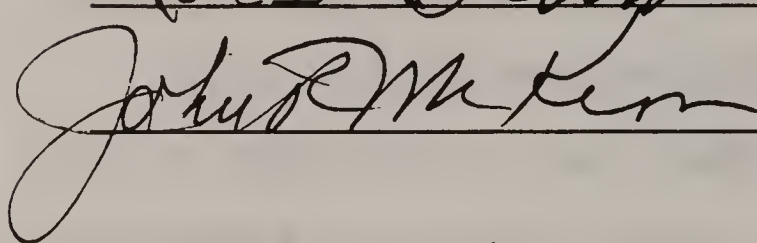
### APPROPRIATION BY THE GENERAL COURT

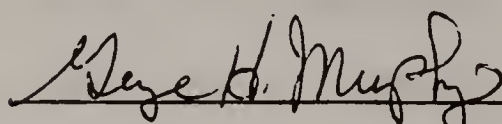
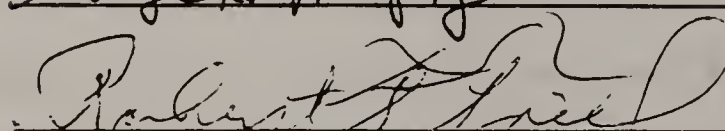
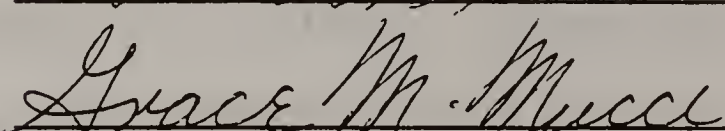
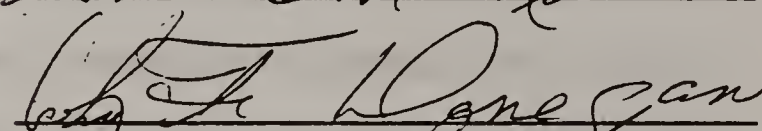
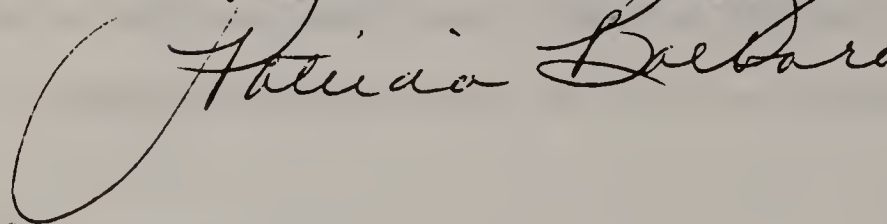
The cost items contained in this Agreement shall not become effective unless appropriations necessary to fully fund such cost items have been enacted by the General Court in accordance with M.G.L. c.150E, section 7, in which case, the cost items shall be effective on the date provided in the Agreement. The employer shall make such request of the General Court. If the General Court rejects the request to fund the Agreement, the cost items shall be returned to the parties for further bargaining.

Agreement signed this 2nd day of January, 1991.

For the Commonwealth:

For the National Association of  
Government Employees:  
Local RI-283, Local RI-290,  
Local RI-291, Local RI-292

APPENDIX A (1)  
SCHEDULE OF WEEKLY SALARY RATES  
EFFECTIVE JUNE 26, 1988

|    | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | PROMOTION<br>FACTOR | INCREMENT |
|----|--------|--------|--------|--------|--------|---------------------|-----------|
| JG |        |        |        |        |        |                     |           |
| 1  | 247.64 | 258.98 | 270.32 | 281.66 | 293.00 | 5.67                | 11.34     |
| 2  | 252.72 | 264.06 | 275.40 | 286.74 | 298.08 | 5.67                | 11.34     |
| 3  | 257.01 | 269.87 | 282.73 | 295.59 | 308.45 | 6.43                | 12.86     |
| 4  | 264.50 | 277.36 | 290.22 | 303.08 | 315.94 | 6.43                | 12.86     |
| 5  | 269.23 | 283.21 | 297.19 | 311.17 | 325.15 | 6.99                | 13.98     |
| 6  | 279.32 | 293.30 | 307.28 | 321.26 | 335.24 | 6.99                | 13.98     |
| 7  | 286.78 | 302.10 | 317.42 | 332.74 | 348.06 | 7.66                | 15.32     |
| 8  | 293.76 | 310.38 | 327.00 | 343.62 | 360.24 | 8.31                | 16.62     |
| 9  | 305.37 | 323.60 | 341.83 | 360.06 | 378.29 | 9.12                | 18.23     |
| 10 | 317.66 | 337.00 | 356.34 | 375.68 | 395.02 | 9.67                | 19.34     |
| 11 | 329.14 | 350.21 | 371.28 | 392.35 | 413.42 | 10.53               | 21.07     |
| 12 | 344.15 | 366.23 | 388.31 | 410.39 | 432.47 | 11.04               | 22.08     |
| 13 | 364.06 | 387.31 | 410.56 | 433.81 | 457.06 | 11.63               | 23.25     |
| 14 | 379.63 | 406.94 | 434.25 | 461.56 | 488.87 | 13.66               | 27.31     |
| 15 | 398.80 | 428.54 | 458.28 | 488.02 | 517.76 | 14.87               | 29.74     |
| 16 | 420.36 | 452.91 | 485.46 | 518.01 | 550.56 | 16.27               | 32.55     |
| 17 | 445.70 | 479.51 | 513.32 | 547.13 | 580.94 | 16.91               | 33.81     |
| 18 | 467.03 | 503.10 | 539.17 | 575.24 | 611.31 | 18.03               | 36.07     |
| 19 | 491.20 | 529.61 | 568.02 | 606.43 | 644.84 | 19.21               | 38.41     |
| 20 | 517.59 | 557.17 | 596.75 | 636.33 | 675.91 | 19.79               | 39.58     |
| 21 | 541.65 | 583.80 | 625.95 | 668.10 | 710.25 | 21.07               | 42.15     |
| 22 | 568.54 | 613.12 | 657.70 | 702.28 | 746.86 | 22.29               | 44.58     |
| 23 | 597.65 | 643.42 | 689.19 | 734.96 | 780.73 | 22.88               | 45.77     |
| 24 | 624.68 | 672.64 | 720.60 | 768.56 | 816.52 | 23.98               | 47.96     |
| 25 | 651.69 | 702.09 | 752.49 | 802.89 | 853.29 | 25.20               | 50.40     |
| 26 | 675.76 | 728.34 | 780.92 | 833.50 | 886.08 | 26.29               | 52.58     |

APPENDIX A (2)  
SCHEDULE OF WEEKLY SALARY RATES  
EFFECTIVE JANUARY 13, 1991

|    | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | PROMOTION<br>FACTOR | INCREMENT |
|----|--------|--------|--------|--------|--------|---------------------|-----------|
| JG |        |        |        |        |        |                     |           |
| 1  | 261.64 | 272.98 | 284.32 | 295.66 | 307.00 | 5.67                | 11.34     |
| 2  | 266.72 | 278.06 | 289.40 | 300.74 | 312.08 | 5.67                | 11.34     |
| 3  | 271.01 | 283.87 | 296.73 | 309.59 | 322.45 | 6.43                | 12.86     |
| 4  | 278.50 | 291.36 | 304.22 | 317.08 | 329.94 | 6.43                | 12.86     |
| 5  | 283.23 | 297.21 | 311.19 | 325.17 | 339.15 | 6.99                | 13.98     |
| 6  | 293.32 | 307.30 | 321.28 | 335.26 | 349.24 | 6.99                | 13.98     |
| 7  | 300.78 | 316.10 | 331.42 | 346.74 | 362.06 | 7.66                | 15.32     |
| 8  | 307.76 | 324.38 | 341.00 | 357.62 | 374.24 | 8.31                | 16.52     |
| 9  | 319.37 | 337.60 | 355.83 | 374.06 | 392.29 | 9.12                | 18.23     |
| 10 | 331.66 | 351.00 | 370.34 | 389.68 | 409.02 | 9.67                | 19.34     |
| 11 | 343.14 | 364.21 | 385.28 | 406.35 | 427.42 | 10.53               | 21.07     |
| 12 | 358.15 | 380.23 | 402.31 | 424.39 | 446.47 | 11.04               | 22.08     |
| 13 | 374.98 | 398.93 | 422.88 | 446.82 | 470.77 | 11.97               | 23.95     |
| 14 | 391.02 | 419.15 | 447.28 | 475.41 | 503.54 | 14.06               | 28.13     |
| 15 | 410.76 | 441.40 | 472.03 | 502.66 | 533.29 | 15.32               | 30.63     |
| 16 | 432.97 | 466.50 | 500.02 | 533.55 | 567.08 | 16.76               | 33.53     |
| 17 | 459.07 | 493.90 | 528.72 | 563.54 | 598.37 | 17.41               | 34.82     |
| 18 | 481.04 | 518.19 | 555.35 | 592.50 | 629.65 | 18.58               | 37.15     |
| 19 | 505.94 | 545.50 | 585.06 | 624.62 | 664.19 | 19.78               | 39.56     |
| 20 | 533.12 | 573.89 | 614.65 | 655.42 | 696.19 | 20.38               | 40.77     |
| 21 | 557.90 | 601.31 | 644.73 | 688.14 | 731.56 | 21.71               | 43.41     |
| 22 | 585.60 | 631.51 | 677.43 | 723.35 | 769.27 | 22.96               | 45.92     |
| 23 | 615.58 | 662.72 | 709.87 | 757.01 | 804.15 | 23.57               | 47.14     |
| 24 | 643.42 | 692.82 | 742.22 | 791.62 | 841.02 | 24.70               | 49.40     |
| 25 | 671.24 | 723.15 | 775.06 | 826.98 | 878.89 | 25.96               | 51.91     |
| 26 | 696.03 | 750.19 | 804.35 | 858.51 | 912.66 | 27.08               | 54.16     |

APPENDIX A (3)  
SCHEDULE OF WEEKLY SALARY RATES  
EFFECTIVE JUNE 30, 1991

|    | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | PROMOTION<br>FACTOR | INCREMENT |
|----|--------|--------|--------|--------|--------|---------------------|-----------|
| JG |        |        |        |        |        |                     |           |
| 1  | 262.72 | 274.75 | 286.78 | 298.81 | 310.84 | 6.02                | 12.03     |
| 2  | 268.11 | 280.14 | 292.17 | 304.20 | 316.23 | 6.02                | 12.03     |
| 3  | 272.66 | 286.31 | 299.95 | 313.59 | 327.23 | 6.82                | 13.64     |
| 4  | 280.61 | 294.25 | 307.89 | 321.54 | 335.18 | 6.62                | 13.64     |
| 5  | 285.63 | 300.46 | 315.29 | 330.12 | 344.95 | 7.42                | 14.63     |
| 6  | 296.33 | 311.16 | 325.99 | 340.82 | 355.66 | 7.42                | 14.63     |
| 7  | 304.24 | 320.50 | 336.75 | 353.00 | 369.26 | 8.13                | 16.25     |
| 8  | 311.65 | 329.26 | 346.91 | 364.55 | 382.18 | 8.82                | 17.63     |
| 9  | 323.97 | 343.31 | 362.65 | 381.99 | 401.33 | 9.57                | 19.34     |
| 10 | 337.01 | 357.52 | 378.04 | 398.56 | 419.08 | 10.26               | 20.52     |
| 11 | 349.18 | 371.54 | 393.89 | 416.24 | 438.60 | 11.18               | 22.35     |
| 12 | 365.11 | 388.53 | 411.96 | 435.38 | 458.81 | 11.71               | 23.42     |
| 13 | 386.23 | 410.90 | 435.56 | 460.23 | 484.89 | 12.33               | 24.67     |
| 14 | 402.75 | 431.72 | 460.70 | 489.67 | 518.64 | 14.49               | 28.97     |
| 15 | 423.09 | 454.64 | 486.19 | 517.74 | 549.29 | 15.78               | 31.55     |
| 16 | 445.96 | 480.49 | 515.02 | 549.56 | 584.09 | 17.27               | 34.53     |
| 17 | 472.84 | 508.71 | 544.58 | 580.45 | 616.32 | 17.93               | 35.67     |
| 18 | 495.47 | 533.74 | 572.01 | 610.27 | 648.54 | 19.13               | 38.27     |
| 19 | 521.11 | 561.86 | 602.61 | 643.36 | 684.11 | 20.37               | 40.75     |
| 20 | 549.11 | 591.10 | 633.09 | 675.08 | 717.07 | 21.00               | 41.99     |
| 21 | 574.64 | 619.35 | 664.07 | 708.77 | 753.50 | 22.36               | 44.72     |
| 22 | 603.16 | 650.46 | 697.75 | 745.05 | 792.34 | 23.65               | 47.29     |
| 23 | 634.05 | 682.60 | 731.16 | 779.72 | 828.28 | 24.28               | 48.56     |
| 24 | 662.72 | 713.60 | 764.48 | 815.37 | 866.25 | 25.44               | 50.88     |
| 25 | 691.38 | 744.85 | 792.32 | 851.79 | 905.26 | 26.73               | 53.47     |
| 26 | 716.91 | 772.70 | 828.48 | 884.26 | 940.04 | 27.69               | 55.78     |

APPENDIX A (4)  
SCHEDULE OF WEEKLY SALARY RATES  
EFFECTIVE DECEMBER 29, 1991

|    | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | PROMOTION<br>FACTOR | INCREMENT |
|----|--------|--------|--------|--------|--------|---------------------|-----------|
| JG |        |        |        |        |        |                     |           |
| 1  | 267.98 | 280.25 | 292.52 | 304.79 | 317.06 | 6.14                | 12.27     |
| 2  | 273.47 | 285.74 | 298.02 | 310.29 | 322.56 | 6.14                | 12.27     |
| 3  | 278.12 | 292.03 | 305.95 | 319.86 | 333.78 | 6.96                | 13.92     |
| 4  | 286.22 | 300.14 | 314.05 | 327.97 | 341.88 | 6.96                | 13.92     |
| 5  | 291.34 | 306.47 | 321.59 | 336.72 | 351.85 | 7.56                | 15.13     |
| 6  | 302.26 | 317.39 | 332.51 | 347.64 | 362.77 | 7.56                | 15.13     |
| 7  | 310.33 | 326.91 | 343.49 | 360.06 | 376.64 | 8.29                | 16.58     |
| 8  | 317.88 | 335.87 | 353.85 | 371.84 | 389.82 | 8.99                | 17.92     |
| 9  | 330.45 | 350.17 | 369.90 | 389.63 | 409.35 | 9.86                | 19.73     |
| 10 | 343.75 | 364.67 | 385.60 | 406.53 | 427.46 | 10.46               | 20.93     |
| 11 | 356.17 | 378.97 | 401.77 | 424.57 | 447.37 | 11.40               | 22.80     |
| 12 | 372.41 | 396.30 | 420.20 | 444.09 | 467.98 | 11.95               | 23.89     |
| 13 | 393.96 | 419.12 | 444.27 | 469.43 | 494.59 | 12.58               | 25.16     |
| 14 | 410.80 | 440.36 | 469.91 | 499.46 | 529.02 | 14.78               | 29.55     |
| 15 | 431.55 | 463.73 | 495.91 | 528.10 | 560.28 | 16.09               | 32.18     |
| 16 | 454.88 | 490.10 | 525.33 | 560.55 | 595.77 | 17.61               | 35.22     |
| 17 | 482.30 | 518.89 | 555.47 | 592.06 | 628.65 | 18.29               | 36.59     |
| 18 | 505.38 | 544.41 | 583.45 | 622.48 | 661.51 | 19.52               | 39.03     |
| 19 | 531.54 | 573.10 | 614.66 | 656.23 | 697.79 | 20.78               | 41.56     |
| 20 | 560.09 | 602.92 | 645.75 | 688.58 | 731.41 | 21.42               | 42.83     |
| 21 | 586.13 | 631.74 | 677.35 | 722.96 | 768.57 | 22.81               | 45.61     |
| 22 | 615.23 | 663.47 | 711.71 | 759.95 | 808.19 | 24.12               | 48.24     |
| 23 | 646.73 | 696.26 | 745.78 | 795.31 | 844.84 | 24.76               | 49.53     |
| 24 | 675.98 | 727.88 | 779.77 | 831.67 | 883.57 | 25.95               | 51.90     |
| 25 | 705.21 | 759.74 | 814.28 | 868.82 | 923.36 | 27.27               | 54.54     |
| 26 | 731.25 | 788.15 | 845.05 | 901.95 | 958.84 | 28.45               | 56.90     |

APPENDIX A (5)  
SCHEDULE OF WEEKLY SALARY RATES  
EFFECTIVE JUNE 28, 1992

|    | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | PROMOTION<br>FACTOR | INCREMENT |
|----|--------|--------|--------|--------|--------|---------------------|-----------|
| JG |        |        |        |        |        |                     |           |
| 1  | 276.01 | 288.65 | 301.29 | 313.93 | 326.57 | 6.32                | 12.64     |
| 2  | 281.68 | 294.32 | 306.96 | 319.60 | 332.23 | 6.32                | 12.64     |
| 3  | 286.46 | 300.79 | 315.13 | 329.46 | 343.79 | 7.17                | 14.33     |
| 4  | 294.81 | 309.14 | 323.47 | 337.81 | 352.14 | 7.17                | 14.33     |
| 5  | 300.08 | 315.66 | 331.24 | 346.82 | 362.41 | 7.79                | 15.58     |
| 6  | 311.32 | 326.91 | 342.49 | 358.07 | 373.65 | 7.79                | 15.58     |
| 7  | 319.64 | 336.72 | 353.79 | 370.87 | 387.94 | 8.54                | 17.08     |
| 8  | 327.42 | 345.94 | 364.47 | 382.99 | 401.52 | 9.26                | 18.52     |
| 9  | 340.36 | 360.68 | 381.00 | 401.32 | 421.64 | 10.16               | 20.32     |
| 10 | 354.06 | 375.61 | 397.17 | 418.73 | 440.28 | 10.78               | 21.56     |
| 11 | 366.85 | 390.34 | 413.82 | 437.31 | 460.79 | 11.74               | 23.48     |
| 12 | 383.58 | 408.19 | 432.80 | 457.41 | 482.02 | 12.30               | 24.61     |
| 13 | 405.77 | 431.69 | 457.60 | 483.52 | 509.43 | 12.96               | 25.91     |
| 14 | 423.13 | 453.57 | 484.01 | 514.45 | 544.89 | 15.22               | 30.44     |
| 15 | 444.50 | 477.64 | 510.79 | 543.94 | 577.09 | 16.57               | 33.15     |
| 16 | 468.53 | 504.81 | 541.08 | 577.36 | 613.64 | 18.14               | 36.28     |
| 17 | 496.77 | 534.45 | 572.14 | 609.82 | 647.50 | 18.84               | 37.68     |
| 18 | 520.54 | 560.75 | 600.95 | 641.15 | 681.35 | 20.10               | 40.20     |
| 19 | 547.48 | 590.29 | 633.10 | 675.92 | 718.73 | 21.41               | 42.61     |
| 20 | 576.90 | 621.01 | 665.13 | 709.24 | 753.36 | 22.06               | 44.12     |
| 21 | 603.71 | 650.69 | 697.67 | 744.65 | 791.63 | 23.49               | 46.98     |
| 22 | 633.68 | 683.37 | 733.06 | 782.75 | 832.44 | 24.84               | 49.69     |
| 23 | 666.13 | 717.14 | 768.16 | 819.17 | 870.19 | 25.51               | 51.01     |
| 24 | 696.26 | 749.71 | 803.17 | 856.62 | 910.08 | 26.73               | 53.46     |
| 25 | 726.36 | 782.54 | 838.71 | 894.89 | 951.06 | 28.09               | 56.17     |
| 26 | 753.19 | 811.79 | 870.40 | 929.00 | 987.61 | 29.30               | 58.60     |

APPENDIX A (6)  
SCHEDULE OF WEEKLY SALARY RATES  
EFFECTIVE JANUARY 3, 1993

|    | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5  | PROMOTION<br>FACTOR | INCREMENT |
|----|--------|--------|--------|--------|---------|---------------------|-----------|
| JG |        |        |        |        |         |                     |           |
| 1  | 281.54 | 294.43 | 307.32 | 320.21 | 333.10  | 6.45                | 12.89     |
| 2  | 287.31 | 300.20 | 313.09 | 325.99 | 338.88  | 6.45                | 12.89     |
| 3  | 292.19 | 306.81 | 321.43 | 336.05 | 350.67  | 7.31                | 14.62     |
| 4  | 300.70 | 315.32 | 329.94 | 344.56 | 359.18  | 7.31                | 14.62     |
| 5  | 306.08 | 321.97 | 337.87 | 353.76 | 369.65  | 7.95                | 15.89     |
| 6  | 317.55 | 333.44 | 349.34 | 365.23 | 381.13  | 7.95                | 15.89     |
| 7  | 326.03 | 343.45 | 360.87 | 378.28 | 395.70  | 8.71                | 17.42     |
| 8  | 333.97 | 352.86 | 371.76 | 390.65 | 409.55  | 9.45                | 18.89     |
| 9  | 347.17 | 367.89 | 388.62 | 409.34 | 430.07  | 10.36               | 20.73     |
| 10 | 361.14 | 383.13 | 405.11 | 427.10 | 449.09  | 10.99               | 21.99     |
| 11 | 374.19 | 398.14 | 422.10 | 446.05 | 470.01  | 11.98               | 23.95     |
| 12 | 391.25 | 416.36 | 441.46 | 466.56 | 491.66  | 12.55               | 25.10     |
| 13 | 413.89 | 440.32 | 466.75 | 493.19 | 519.62  | 13.22               | 26.43     |
| 14 | 431.59 | 462.64 | 493.69 | 524.74 | 555.78  | 15.52               | 31.05     |
| 15 | 453.39 | 487.20 | 521.01 | 554.82 | 588.63  | 16.91               | 33.81     |
| 16 | 477.90 | 514.90 | 551.91 | 588.91 | 625.92  | 18.50               | 37.01     |
| 17 | 506.70 | 545.14 | 583.58 | 622.02 | 660.46  | 19.22               | 38.44     |
| 18 | 530.95 | 571.96 | 612.97 | 653.97 | 694.98  | 20.50               | 41.01     |
| 19 | 558.43 | 602.10 | 645.77 | 689.43 | 733.10  | 21.83               | 43.67     |
| 20 | 588.43 | 633.43 | 678.43 | 723.43 | 768.42  | 22.50               | 45.00     |
| 21 | 615.79 | 663.71 | 711.63 | 759.54 | 807.46  | 23.96               | 47.92     |
| 22 | 646.36 | 697.04 | 747.72 | 798.40 | 849.09  | 25.34               | 50.68     |
| 23 | 679.45 | 731.49 | 783.52 | 835.56 | 887.59  | 26.02               | 52.03     |
| 24 | 710.18 | 764.71 | 819.23 | 873.76 | 928.28  | 27.26               | 54.52     |
| 25 | 740.89 | 798.19 | 855.49 | 912.78 | 970.08  | 28.65               | 57.30     |
| 26 | 768.25 | 828.03 | 887.81 | 947.58 | 1007.36 | 29.89               | 59.78     |

APPENDIX B

| TITLE<br>NAME                                                                 | OCC<br>CODE | GROUP |
|-------------------------------------------------------------------------------|-------------|-------|
|                                                                               |             |       |
| ADMINISTRATIVE SECRETARY I                                                    | 15V01       | 15    |
| ADMINISTRATIVE SECRETARY II                                                   | 17V01       | 15    |
| AGRICULTURAL LAND USE AGENT                                                   | 14V01       | 44    |
| APPRENTICE TRAINING FIELD REPRESENTATIVE                                      | 17V16       | 11    |
| ARCHIVIST I                                                                   | 12V14       | 37    |
| ARCHIVIST II                                                                  | 14V14       | 37    |
| ASSESSING CLERK I                                                             | 07V01       | 15    |
| ASSESSING CLERK II                                                            | 09V01       | 15    |
| ASSESSING CLERK III                                                           | 12V01       | 15    |
| ASSESSING CLERK IV                                                            | 14V02       | 15    |
| ASSISTANT GENERAL REPRESENTATIVE                                              | 12V02       | 05    |
| ASSISTANT INSTITUTION STEWARD                                                 | 17V02       | 13    |
| ASSISTANT INSTITUTION TREASURER                                               | 14V03       | 13    |
| ASSISTANT PHOTOSTAT OPERATOR                                                  | 10V02       | 15    |
| ASSISTANT SECRETARY AND INVESTIGATOR, BOARD OF EXAMINERS OF PLUMBERS          | 17V04       | 34    |
| ASSISTANT SECRETARY, BOARD OF DENTAL EXAMINERS                                | 17V03       | 12    |
| ASSISTANT SECRETARY, BOARD OF REGISTRATION IN EMBELMING AND FUNERAL DIRECTING | 15V02       | 12    |
| ASSISTANT TO THE COUNTY PERSONNEL ADMINISTRATOR                               | 15V03       | 12    |
| BOOKKEEPER I                                                                  | 09V02       | 15    |
| BOOKKEEPER II                                                                 | 12V03       | 15    |
| BUYER                                                                         | 15V04       | 04    |
| CIVIL SERVICE EXAMINER OF STRENGTH TESTS                                      | 16V16       | 15    |
| CLERK I                                                                       | 06V01       | 15    |
| CLERK I EXAMINER                                                              | 10V03       | 15    |
| CLERK II                                                                      | 08V01       | 15    |
| CLERK III                                                                     | 11V01       | 15    |
| CLERK IV                                                                      | 13V02       | 15    |
| CLERK V                                                                       | 15V05       | 15    |
| CLERK VI                                                                      | 16V02       | 15    |
| COMMERCIAL MOTOR VEHICLE EXAMINER                                             | 14V05       | 34    |
| CONFIDENTIAL SECRETARY                                                        | 15V06       | 15    |
| CONSTRUCTION ESTIMATOR                                                        | 16V17       | 29    |
| COURIER                                                                       | 08V02       | 15    |
| DIRECTOR OF SELECTION, DEPARTMENT OF COMMUNITY AFFAIRS                        | 16V03       | 10    |
| DIVISION OF EMPLOYMENT SECURITY BUYER                                         | 17V05       | 04    |
| EDP CONTROL CLERK I                                                           | 09V08       | 14    |
| EDP CONTROL CLERK II                                                          | 11V02       | 14    |
| EDP ENTRY OPERATOR I                                                          | 07V02       | 14    |
| EDP ENTRY OPERATOR II                                                         | 10V04       | 14    |
| EDP ENTRY OPERATOR III                                                        | 12V04       | 14    |
| EDP ENTRY OPERATOR IV                                                         | 14V06       | 14    |
| EDP ENTRY SYSTEMS SUPERVISOR                                                  | 17V06       | 14    |
| EDP SCHEDULER                                                                 | 16V04       | 14    |
| EDP TAPE LIBRARIAN                                                            | 12V05       | 14    |
| ELECTRONIC COMPUTER OPERATOR I                                                | 14V07       | 14    |

| TITLE<br>NAME                                             | TITLE<br>CODE | OCC<br>GROUP |
|-----------------------------------------------------------|---------------|--------------|
| ELECTRONIC COMPUTER OPERATOR II                           | 17V07         | 14           |
| ELECTRONIC TAPE TYPEWRITER OPERATOR                       | 09V09         | 16           |
| EMPLOYMENT COUNSELOR, D.E.S.                              | 16V05         | 06           |
| EMPLOYMENT SERVICES AIDE                                  | 09V03         | 06           |
| EMPLOYMENT SERVICES REPRESENTATIVE I                      | 16V06         | 06           |
| EVIDENCE AND PROPERTY CLERK                               | 13V03         | 17           |
| EXECUTIVE SECRETARY TO THE COMMISSIONER OF ADMINISTRATION | 17V08         | 12           |
| FARM, GROUND AND EQUIPMENT COORDINATOR                    | 18066         | 12           |
| FIELD AGENT, STATE RECLAMATION BOARD                      | 11859         | 15           |
| FIELD INVESTIGATOR I                                      | 15V08         | 34           |
| FIELD INVESTIGATOR II                                     | 16V07         | 34           |
| FIELD INVESTIGATOR III                                    | 18V01         | 34           |
| FIELD INVESTIGATOR IV                                     | 19V01         | 34           |
| HEAD ACTUARIAL CLERK                                      | 15V09         | 15           |
| HEAD BOOKKEEPER, DIVISION OF PERSONNEL ADMINISTRATION     | 16V08         | 15           |
| HEAD POLICY FORMS ANALYST                                 | 15V10         | 15           |
| HEARINGS STENOGRAPHER                                     | 17V09         | 15           |
| IDENTIFICATION TECHNICIAN I                               | 11V03         | 01           |
| IDENTIFICATION TECHNICIAN II                              | 15V11         | 01           |
| IMMIGRATION AGENT                                         | 15V12         | 06           |
| INDUSTRIAL ACCIDENT INVESTIGATOR I                        | 18V04         | 34           |
| INDUSTRIAL ACCIDENT INVESTIGATOR II                       | 20V02         | 34           |
| INSPECTOR OF INSURANCE AGENTS AND BROKERS                 | 16V09         | 34           |
| INSURANCE INSPECTOR I                                     | 13V11         | 34           |
| INSURANCE INSPECTOR II                                    | 15V24         | 34           |
| INVENTORY CONTROL COORDINATOR I                           | 13V05         | 17           |
| INVENTORY CONTROL COORDINATOR II                          | 15V14         | 17           |
| INVESTIGATOR OF THEATRICAL BOOKING AGENCIES               | 16V10         | 34           |
| JOB SERVICE REPRESENTATIVE                                | 16V11         | 24           |
| JOB SPECIALIST I                                          | 10V14         | 06           |
| JOB SPECIALIST II                                         | 13V13         | 06           |
| JOB SPECIALIST III                                        | 15V25         | 06           |
| JOB SPECIALIST IV                                         | 17V18         | 06           |
| LIBRARY ASSISTANT                                         | 10V13         | 37           |
| LIBRARY PAGE                                              | 06V02         | 37           |
| MAIL CLERK II                                             | 11V04         | 15           |
| MAIL CLERK III                                            | 13V06         | 15           |
| MARKETING AND PRODUCT UTILIZATION SPECIALIST I            | 14V16         | 04           |
| MARKETING AND PRODUCT UTILIZATION SPECIALIST II           | 18V03         | 04           |
| MARKETING AND PRODUCT UTILIZATION SPECIALIST III          | 19V02         | 04           |
| MEDICAL RECORDS LIBRARIAN                                 | 15V15         | 37           |
| OFFSET DUPLICATING MACHINE OPERATOR I                     | 11V05         | 16           |
| OFFSET DUPLICATING MACHINE OPERATOR II                    | 13V10         | 15           |
| PATIENT CARE REIMBURSEMENT INVESTIGATOR I                 | 15V16         | 34           |
| PHOTODUPLICATING CLERK                                    | 10V07         | 15           |

| TITLE<br>NAME                                                     | TITLE<br>CODE | OCC<br>GROUP |
|-------------------------------------------------------------------|---------------|--------------|
| PHOTOSTAT OPERATOR                                                | 10V08         | 15           |
| PRINCIPAL BUYER                                                   | 17V12         | 04           |
| PROPERTY, EQUIPMENT AND STORES ANALYST                            | 15V17         | 17           |
| PUBLIC UTILITIES INSPECTOR I                                      | 14V15         | 34           |
| PUBLIC UTILITIES INSPECTOR II                                     | 16V12         | 34           |
| RAILWAY AND BUS INSPECTOR                                         | 16V13         | 34           |
| RAILWAY BRIDGE INSPECTOR                                          | 17V13         | 34           |
| RAILWAY SIGNAL INSPECTOR                                          | 18V02         | 34           |
| RECEIVING TELLER I                                                | 13V12         | 15           |
| RECEIVING TELLER II                                               | 14V09         | 15           |
| RECORDS ANALYST                                                   | 14V10         | 12           |
| RECORDS SPECIALIST, DEPARTMENT OF COMMUNITY AFFAIRS               | 15V18         | 12           |
| RELOCATION ASSISTANCE REPRESENTATIVE                              | 16V14         | 05           |
| REPRODUCTION SERVICES SUPERVISOR                                  | 17V17         | 16           |
| RESCUE OFFICER, CIVIL DEFENSE AGENCY                              | 15V19         | 12           |
| SECRETARY, RECLAMATION BOARD                                      | 17V14         | 15           |
| SECTOR DIRECTOR, CIVIL DEFENSE AGENCY                             | 15V20         | 12           |
| STATE HOUSE POSTMASTER                                            | 15V21         | 15           |
| STATISTICAL CLERK I                                               | 10V09         | 15           |
| STATISTICAL CLERK II                                              | 12V10         | 15           |
| STATISTICAL MACHINE OPERATOR I                                    | 10V10         | 16           |
| STATISTICAL MACHINE OPERATOR II                                   | 12V11         | 16           |
| STENOGRAPHER I                                                    | 07V03         | 15           |
| STENOGRAPHER II                                                   | 10V12         | 15           |
| STENOGRAPHER III                                                  | 13V08         | 15           |
| STENOGRAPHER IV                                                   | 15V22         | 15           |
| SUPERVISING APPRENTICE TRAINING FIELD REPRESENTATIVE              | 19V03         | 11           |
| SUPERVISOR OF LEASE AND OCCUPANCY, M. R. C.                       | 17V15         | 12           |
| SUPERVISOR OF LICENSES AND REGISTRATIONS, STATE RACING COMMISSION | 14V17         | 12           |
| TECHNICAL ASSISTANT I                                             | 08V05         | 40           |
| TECHNICAL ASSISTANT II                                            | 10V11         | 40           |
| TELEGRAPH AND TELEPHONE INSPECTOR                                 | 15V23         | 34           |
| TITLE REVIEW OFFICER                                              | 20V01         | 12           |
| TOURIST INFORMATION AIDE I                                        | 09V06         | 36           |
| TOURIST INFORMATION AIDE II                                       | 12V12         | 36           |
| TYPIST I                                                          | 07V04         | 15           |
| TYPIST II                                                         | 09V07         | 15           |
| WAREHOUSE SUPERVISOR I                                            | 14V12         | 17           |
| WAREHOUSE SUPERVISOR II                                           | 16V15         | 17           |
| WORD PROCESSING OPERATOR I                                        | 12V13         | 15           |
| WORD PROCESSING OPERATOR II                                       | 14V13         | 15           |

APPENDIX C  
CODE OF CONDUCT  
COMMONWEALTH OF MASSACHUSETTS  
UNIT ONE EMPLOYEES

"No responsibility of Government is more fundamental than the responsibility for maintaining the highest standards of ethical behavior by those who conduct the public business. There can be no dissent from the principle that all officials must act with unwavering integrity, absolute impartiality, and complete devotion to the public interest. This principle must be followed not only in reality but in appearance. For the basis of effective government is public confidence, and that confidence is endangered when ethical standards falter or appear to falter."

President John F. Kennedy

April 27, 1961

## 1. INTRODUCTION

This document constitutes a Handbook and Code of Conduct for all Bargaining Unit 1 employees of the Commonwealth of Massachusetts. This Code is designed to give all employees full and fair notice of their professional and ethical obligations.

We can maintain that confidence only to the extent that all of our official activities and all of our contacts with the public reflect the highest ethical and moral standards. We must perform our duties with integrity and propriety. We must also do all in our power to ensure that none of our words or actions can be interpreted otherwise.

This Code is written for your own protection. It strives to impart three fundamental messages.

A. Every employee must scrupulously avoid any actual conduct which constitutes a conflict of interest or conduct which gives the reasonable basis for the impression of a conflict of interest between his/her private interests, usually financial, and the public interest. The public interest must always take precedence;

B. Every employee is prohibited from either taking some action, or failing to perform some duty, which would personally benefit himself/herself or give preferential treatment to any citizen;

C. Every employee is prohibited from taking any action which would result in illegal receipt of public or private funds.

Guidance — both on what we are expected to do and on what we are prohibited from doing — should help all of us understand generally what is expected of us. It should also help resolve particular situations we are faced with in our daily work.

Please read these rules carefully and abide by their spirit as well as their letter. Each of us can take pride in belonging to an organization which contributes so much to the growth, strength and quality of life of the Commonwealth.

2. DEFINITIONS:

As used in this Code, unless the context requires otherwise:

- (a) "administrative inquiries" - means those occasions when an employee is required to respond to questions of importance to the agency/department when directed to do so by his/her appointing authority or that Authority's designee.
- (b) "disciplinary action" - means any action taken by the appointing authority to discipline an employee, and where applicable in accordance with the provisions of the collective bargaining agreement or civil service law.
- (c) "employees" - means any person in Bargaining Unit 1 on the current personnel roster of the agency/department. This shall include all bargaining unit workers; those who are on any form of leave of absence; workers who are serving suspension.
- (d) "immediate family" - means the employee and his/her spouse and their parents, children, brothers and sisters.
- (e) "nominal value" - means monetary worth not exceeding twenty-five dollars (25.00).
- (f) "official action" - means any activity performed or required to be performed by an employee in the course of his/her official duties.

### 3. REGULATORY BASIS

This Handbook and Code of Conduct is issued pursuant to the powers of the Commissioner of Administration, as set forth in Chapter 7, Section 4 of the General Laws, and in accordance with, but not limited to M.G.L. Chapter 268A; Opinions of the Attorney General, Ethics Commissions Rulings and applicable management rights provisions of any relevant collective bargaining agreements.

### 4. GENERAL RULES

#### A. The Code Generally

##### (1) Applicability of Code

The Code applies to all Bargaining Unit 1 employees including those on any type of leave status (e.g., leave without pay, military leave, civic-duty leave, etc.) except that it shall not apply to employees in Unit 1 who are on unpaid union leave of absence to the extent allowed by law.

##### (2) Scope of Code

This Code is not to be considered all-inclusive. The absence of a specific published rule of conduct does not mean nor imply that any act of misconduct tending to discredit an employee is condoned or permissible or would not result in disciplinary action, up to and including termination.

##### (3) Knowledge of Code

Each employee is required to know the Code of Conduct and rules contained herein, to seek information from his/her appointing authority, the appointing authority's designee or personnel office in case of doubt or misunderstanding as to their application.

Decisions in personnel matters involving disciplinary action will be based on the assumption that each employee has familiarized himself/herself with this Code and that he or she is aware of the obligation to abide by it.

(4) Effect of Code

Employees whose conduct does not conform to the rules and guidelines contained in this Code may be subject to disciplinary action, up to and including termination. Any disciplinary action taken will conform to civil service law and/or the provisions of the collective bargaining agreement.

(5) Distribution of Code

Each appointing authority or his/her designee will see that each employee receives a copy of this Code. Employees will acknowledge receipt of the Code by signing a Receipt of Code of Conduct Form (Form CC-3) in the space provided. In each instance, the signed Receipt Form will be returned to the employee's appointing authority or his/her designee within ten days of receipt, and filed in the employee's personnel folder. The employee's signature on the Receipt Form is notice of his/her obligation to familiarize himself/herself with the contents of the Code of Conduct and to abide by it.

Each appointing authority or his designee will be responsible for providing accurate information and guidance to his/her employees with regard to the specifics of the Code and may from time to time offer training sessions on the Code to his/her employees as the need arises.

(6) Effective Date of Code

The effective date of the Code shall be ten days after the Code of Conduct is distributed and the Code of Conduct Receipt Form is received by the employees.

B. Conformance to Laws

Employees shall obey the laws of the United States and the Commonwealth of Massachusetts. Any employee who is convicted of a crime relating to his/her employment shall be subject to discipline.

Any employee who has been indicted or arrested for a serious crime supported by a judicial finding or probable cause in a preliminary hearing when the nature of the charge with its attendant publicity reasonably gives rise to legitimate fear for the safety of other employees, the property of the Commonwealth, or jeopardizes the public trust in the ethical standards of agency/departmental employees or undermines trust in the integrity of the Commonwealth's system of tax administration or the administration of other laws of the Commonwealth, may also be subject to suspension without pay or other employee benefits, pending resolution of the case.

If the employee is found guilty, pleads nolo contendere, has his case continued without a finding, is granted immunity from prosecution or has his case filed, further disciplinary action, including termination, may be taken if the crime was related to his/her employment. If the employee is found not guilty, or the case is nolie prosequi or dismissed, the employee shall be immediately reinstated to employment retroactive to the date of suspension without loss of wages or other employee benefits.

C. Conformance to Policies, Procedures and Directives

Employees shall comply with all of the policies and operating procedures of the agency/department in which they work. This requirement includes, but is not limited to all agency/departmental policies and procedures. Employees shall respond forthrightly to the work-related directives of their supervisors.

D. Conduct, Attitude and Demeanor

Employees are expected to conduct themselves in their official relations with the public and with their fellow employees in a manner which will enhance public respect for, and confidence in, the employee and in the Commonwealth as a whole. They must not only perform their duties in a wholly impartial manner, but must avoid any conduct which gives the reasonable basis for the impression of acting otherwise.

Specifically, all employees shall avoid any action which may result in or create the reasonable basis for the impression of:

- (a) using public office for private gain;
- (b) giving preferential treatment to any citizen;
- (c) making work-related decisions contrary to agency/departmental policy;
- (d) using one's official position to harass or intimidate any person or entity outside the course of official duties.

E. Administrative Inquiries

Employees must respond promptly and fully to administrative inquiries when directed to do so.

## F. State Ethics Commission Financial Disclosure Requirements

Employees who are required to file a "Statement of Financial Disclosure" with the State Ethics Commission, under the provisions of M.G.L. Chapter 268B, shall do so in a timely manner as prescribed by the State Ethics Commission. The State Ethics Commission will notify each employee who is required to file such a statement.

## 5. CONFLICT OF INTEREST

The necessity for the fair and impartial administration of state government and the enforcement of its laws makes the avoidance of any conflict of interest of primary importance. A conflict of interest is a situation in which an employee's private interest, usually financial, conflicts or raises a reasonable question of conflict with his/her official duties and responsibilities.

Chapter 268A of the General Laws provides criminal and civil penalties for conflict of interest violations. The following three general categories of prohibitions are to be used as guidelines for your information. (Chapter 268A of the General Laws offers specific details).

1. No employee may request or receive, in any manner whatsoever, compensation or anything else of value, except from the Commonwealth: (a) for performance of his/her duties; or (b) for influencing or appearing to influence such performance.
2. No employee may participate in any official action relating to any entity in which the employee or a member of his/her immediate family has a financial interest.
3. No employee may participate in any official action relating to any individual with whom or entity in which the employee has a substantial personal interest.

Employees have an obligation to avoid scrupulously the potential conflicts of interest which exist in their employment. They have a duty to disclose and report promptly the existence or possible existence of a conflict of interest to their agency head or his/her designee. They should request from their supervisor the transfer from their caseload of any case which involves their immediate family, close friend or any person with whom or entity in which they have some personal or financial involvement.

In addition, they have a right under law to have any question relating to a possible conflict of interest confidentially reviewed and decided by the State Ethics Commission. Information regarding the filing of a conflict of interest request with the State Ethics Commission is available from the agency head or his/her designee or from the Ethics Commission directly.

In addition, to the sanctions referred to above, M.G.L. Chapter 268A, Section 23 also prescribes and describes certain "Standards of Conduct". Violations of these standards are subject to appropriate disciplinary action. All employees are required to abide by the spirit as well as the letter of these standards, which provide as follows:

"No current officer or employee of a state, county or municipal agency shall:

- (1) accept other employment which will impair his independence of judgement in the exercise of his official duties;
- (2) use or attempt to use his official position to secure unwarranted privileges or exemptions for himself or others;

- (3) by his conduct give reasonable basis for the impression that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is unduly affected by the kinship, rank, position or influence of any party or person."

"No current or former officer or employee of a state, county or municipal agency shall:

- (1) accept employment or engage in any business or professional activity which will require him to disclose confidential information which he has gained by reason of his official position or authority;
- (2) improperly disclose materials or data within the exemptions to the definition of public records as defined by Section Seven of Chapter Four of the General Laws, and were acquired by him in the course of his official duties nor use such information to further his personal interests." (See Massachusetts General Laws, Chapter 268A, Section 23).

These rules with respect to conflicts of interest are in addition to, and supplement, state policies and agency/departmental rules, regulations and operating procedures that may otherwise apply to the official actions of employees.

(In the event that the appointing authority, or his/her designee, approves a particular activity and the Ethics Commission subsequently determines that such activity is a conflict of interest, the appointing authority will not discipline the employee for such activity. However, only the Ethics Commission, and formerly the Attorney General, have the authority to issue an opinion interpreting M.G.L. Chapter 268A, which is binding).

6. GIFTS AND GRATUITIES FROM OUTSIDE SOURCES

A. General Limitations

Employees shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, from a person who or entity which, the employee knows or has reason to know:

- (1) Has, or is seeking to obtain, contractual or other business or financial relations with his/her agency/department;
- (2) Conducts business or other activities which are regulated or monitored by the agency/department, except as permitted by this Section or by agency/departmental directives; or
- (3) Has interests that may be or give the reasonable impression of being substantially affected by the performance or nonperformance of the employee's official duties.

B. Exceptions

The restrictions set forth in paragraph A of this Section do not apply to:

- (1) Obvious family or personal relationships when the circumstances make it clear that those relationships, rather than the business or the persons concerned, are the motivating factors behind any gift or gratuity.
- (2) The acceptance of food or refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon, dinner or other meeting attended for educational, informational or other similar purpose. However, agency/departmental employees are specifically prohibited from

accepting free food or other gratuity except non-alcoholic beverages (coffee, tea, etc.), while on official business, from persons with whom they have contact in the performance of their official duties.

- (3) The acceptance of loans from banks or other financial institutions on customary terms to finance proper and usual activities of employees, such as home mortgage loans, automobile loans, personal loans, etc., provided that the employee does not deal with that institution in the course of his/her official duties. However, if dealing with such banks or financial institutions is unavoidable, the employee must disclose such dealings to the appointing authority in writing prior to engaging in such dealings.
- (4) The acceptance of unsolicited advertising or promotional materials such as pens, pencils, note pads, calendars, and other items of nominal value.
- (5) The acceptance of an award or gift of nominal value for a speech, participation in a conference, or some public contribution or achievement given by a charitable, religious, professional, social, fraternal, educational, recreational, public service or civic organization, if such organization falls within Paragraph A above.
- (6) Acceptance of reimbursement, in cash or in kind, for travel subsistence and other expenses incident to attendance at meetings, provided such attendance and reimbursement is approved by the appointing authority or his designee. Such reimbursement

can be made directly to the employee. An employee on official business may not be reimbursed, and payment may not be made on his or her behalf, for excessive (e.g., reimbursement which exceeds actual cost) personal living expenses, gifts, entertainment, travel or other benefits. At no time shall an employee accept reimbursement from both the Commonwealth and another source for the same expenses.

## 7. OUTSIDE EMPLOYMENT AND BUSINESS ACTIVITY

### A Introduction: Principles

The Commonwealth seeks to give employees the maximum freedom possible to engage in outside employment or business activities consistent with the Commonwealth's responsibilities. However, the extremely sensitive mission of the Commonwealth and its employees necessitates certain restrictions. Employees may engage in outside employment or business activity provided such activity is not prohibited by this Code or by any statute, regulation or departmental order.

An activity that is permissible for the occupant of one position may very well not be permissible for the occupant of another position. Therefore, in considering each case on its individual merits, the employee must satisfy the following principles:

- (1) The outside activity would not place the employee in a situation where there is a conflict, or in a situation which gives the reasonable basis for the impression of a conflict, between his or her private interests and his or her official duties and responsibilities (see Section 5, above, "Conflict of Interest", for additional guidance).

- (2) The outside activity would not result in use, dissemination or disclosure to others of confidential information obtained in connection with the employee's departmental duties or position.
- (3) The nature of the employment or business activity or the hours to be devoted to such activity would not impair the employee's availability, capacity or efficiency for the performance of his/her official duties as an employee of the Commonwealth.
- (4) Employees shall not engage directly or indirectly in financial transactions as a result of, or primarily relying on information obtained through their employment. In particular, they shall not use confidential information obtained in the course of their employment with the Commonwealth to obtain benefits, financial or otherwise for themselves, their families or others.

B. ACTIVITIES WHICH DO NOT REQUIRE PRIOR NOTICE

(1) Introduction

Employees are generally not required to submit written notice before engaging in outside activities which are not considered to be employment or business. Although it is not feasible to cover every specific activity of this nature, the general categories discussed below are furnished as basic guidelines.

(2) General Examples

- (a) Membership and uncompensated services (including holding of office) in civic, scout, religious, educational, fraternal, social, community, veterans, or charitable organizations.

- (b) Services as a notary public or justice of the peace.
- (c) Rental of employee-owned property, real or personal, to the extent such property is not rented to the Commonwealth of Massachusetts or any agency or subdivision thereof, or the lessee is not a subject of the employee's official duties.
- (d) Minor services and odd jobs for friends, relatives, or neighbors. These include a wide variety of activities, including: repair or maintenance work such as painting, yard work, capentry, or services such as babysitting and carpools involving payment for transportation.
- (e) Temporary (thirty days or less) assistance in a family enterprise, in the event of an emergency such as the death or serious illness/accident to a member of the family engaged in that business.
- (f) However, no employee shall without appropriate disclaimer stating that the employee does not speak for the agency/department, take an active part or become an advocate on behalf of a professional society in any conflict between such society and the agency/department.

C. SPECIFIC PROHIBITIONS AND RESTRICTIONS ON EMPLOYMENT

(1) Outside Legal or Accounting Practice or Employment

(a) General Prohibitions

No outside legal or accounting practice is permitted which is in violation of M.G.L. Ch.268A. Specifically, employees are prohibited from receiving compensation from or acting as agent or attorney for anyone other than the Commonwealth

in relation to any particular matter in which the Commonwealth or a state agency is a party or has a direct and substantial interest.

To the extent that outside legal or accounting practice is permitted, it must not interfere with the effective performance of an employee's official duties.

8. DUTY TO REPORT VIOLATIONS OF LAW AND CODE OF CONDUCT

A. Generally

Every employee is expected to maintain and uphold the integrity of the Department. In satisfying this requirement, it shall be the duty of every employee to report promptly and accurately violations of law that affect the administration of the Department or the tax laws of the Commonwealth to his or her agency/department head or designee. To the fullest extent possible, any such reports will be treated confidentially.

B. Attempts to Bribe

Bribery and attempted bribery are claims which strike at the core of the state government. Employees should be constantly alert to solicitations to accept money, consideration, or anything of value in return for acts or omissions involving their official functions. Such solicitations may be indirect and subtle. Any attempt to bribe a departmental employee shall be reported immediately to the proper agency authority.

9. OTHER STANDARDS OF CONDUCT

A. False Statement

Proper functioning of the government requires that the agency/department, the courts, other state agencies and the public be able to rely fully on the truthfulness of government employees in matters of official interest. An employee will be subject to disciplinary action up to and including termination for intentionally making false or misleading verbal or written statements in matters of official interest.

B. Recommending Professional Assistance

Employees may not recommend or suggest, specifically or by implication, to anyone that he/she obtain the services of any particular accountant, attorney or firm of accountants or attorneys, or any other person or professional or business organization in connection with any official business which involves or may involve the agency/department.

C. Public Records

All requests for public records should be directed to the appointing authority or his/her designee who shall determine whether the requested documents are public records in accordance with M.G.L. Ch. 4, Sec. 7, Cl. 26.

D. Drugs and Alcohol

While on duty no employee shall consume or use alcohol, intoxicants, narcotics, or controlled substances in any form. Similarly, no employee shall report for work under the influence of intoxicants, narcotics or controlled substances in any form.

The only exception to this rule is the use of medication when prescribed for the treatment of the employee by a registered physician or dentist.

E. Departmental Identification Cards, Badges, Etc.

Agency/Departmental identification cards, badges and other identification or access cards or documents are for use only in establishing identity, authority or access in connection with official duties.

Agency/departmental identification cards or badges may be used for personal identification purpose when cashing checks or as proof of employment, such as when applying for a loan, for credit or when renting an apartment.

Employees are responsible for the safeguarding and proper use of agency/departmental identification cards, badges and access cards, for promptly reporting their loss and for surrendering them on termination of employment or demand by proper agency/departmental authorities.

Cards, badges or documents, or an employee's official position or status, are not to be used to exert influence or obtain, either directly or indirectly, personal privileges, favors or rewards for themselves or others. Photo identification badges must be worn while at work in any agency which requires them to be worn.

F. Political Activities

Employees are prohibited from using their offices or official duties to interfere with, affect or influence the results of a nomination or election for public office.

No employee shall use his/her official authority directly or indirectly to coerce, attempt to coerce, command, advise or prevent any person or body to pay, lend or contribute anything of value to any party candidate or political committee.

No employee shall solicit or accept funds or anything of value for any party, political committee, agency, person or organization for political purposes.

Employees are not prohibited from contributing to the campaign committee or organization for nominating or election of any individual running for public office or to any committee, agency, or organization for political purposes.

Employees are prohibited from campaigning for political office for themselves or others during normal working hours. Employees are prohibited from being a candidate for federal, state or full-time municipal office while on active duty. Such employees must obtain a leave of absence to run for such offices.

Employees are prohibited from wearing a political or campaign button while on official agency/departmental business.

Employees shall abide by the provisions of the following paragraph from M.G.L. Ch. 268A, Section 11 which provides:

"This section shall not prohibit a state or county employee from holding an elective or appointing office in a city, town or district nor in any way prohibit such an employee from performing the duties of or receiving the compensation provided for such office.

No such elected or appointed official may vote or act on any matter which is within the purview of the agency by which he/she is employed is employed or over which such employee has official responsibility."

G. Testimonial Dinners

Employees are prohibited from selling or accepting payment for tickets, admissions or contributions, for a testimonial dinner or function or any affair having a purpose similar to a testimonial dinner or function held on behalf of any employee of his/her agency/department. No employee shall participate in or accept contributions for or from any testimonial dinner or function or any affair having a similar purpose, held on his or her behalf while he or she is an employee if such dinner, function or affair is sponsored by a person or organization which is regulated by or has official business with the employee's department or agency.

This section shall not prohibit the collective of sums of nominal value to cover the cost of small celebrations or other small events (such as birthday or holiday parties) held within agency/departmental offices.

H. Legislative Requests and Inquiries

All requests or inquiries from public officials or their staffs must be referred to the agency/department head or his or her designee before any action is taken, unless employees are directed to handle such requests otherwise by the agency/department head or his or her designee.





